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ILLINOIS BUILDING CONTRACT
DOCUMENTS

Adopted and Recommended for General Use
by the
Illinois Chapter of American Institute of
Architects.
Illinois Society of Architects.
Western Society of Engineers.
Masons' and Contractors' Association.
Carpenter Contractors' Association.
Architectural Iron League.
Chicago Cut Stone Contractors' Association.
Sheet Metal Contractors' Association, and
other Contractors' Associations.
All of Chicago, Illinois.

BOOKER LIBRARY OF ARCHITECTURE
UNIVERSITY OF ILLINOIS

ARTICLES
OF
AGREEMENT*

THIS AGREEMENT made the
in the year One Thousand Nine Hundred and

day of
by and between

hereinafter called the Contractor, and

hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter
named agree as follows:

ARTICLE I. The Contractor agrees to provide all the materials and to perform all the
work for †

described in the Specifications and shown on Drawings prepared by

Architect, and to do to the satisfaction of the Architect, everything required of him by the
General Conditions, Specifications or Drawings.

ARTICLE II. The Contractor agrees to complete the work by and at the time or times
hereinafter stated, to-wit:

And to pay or allow the Owner as liquidated damages, the sum of

Dollars (\$)) for each day thereafter, Sundays and Legal Holidays not included, that
the work remains uncompleted.

(NOTE: In these documents the Owner, the Contractor and the Architect are treated as if each were
of the singular number and masculine gender).

*This form of the Articles of Agreement should be used only in connection with "General Conditions
of the Contract," following thereafter.

†Here insert the identical caption descriptive of the work as used in the form of Proposal, the General
Conditions of the Contract, the Specifications and the Drawings.

TRADE MARK

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ARTICLE III. Subject to additions and deductions as provided in the General Conditions of the Contract, the Owner agrees to pay to the Contractor for the performance of the Contract the sum of

_____) in current funds but
only upon certificates signed by the Architect, as follows: during the satisfactory progress of the work, on or before the _____ day of each month, _____ per cent of the value of labor and materials wrought into the building up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments. On the satisfactory completion of the entire work, a sum sufficient to increase the total payments to _____ per cent of the value of the work, and _____ days thereafter the balance due under this Agreement. In no case, however, shall the Contractor be entitled to a payment which, in the judgment of the Architect, will leave the balance withheld insufficient to complete the work.

ARTICLE IV. The Contractor and the Owner agree that the General Conditions of the Contract, the Specifications and the Drawings, with all notes now thereon, are, together with this agreement, the documents forming the Contract, and that the said General Conditions of the Contract, Specifications and Drawings, are as fully a part of the contract as if hereto attached or herein repeated; and that the Contractor and the Owner shall sign the said Specifications and Drawings, and the Owner and the Contractor further agree that they will in all ways be bound by the documents, and that they will abide by and will promptly and fully carry out all decisions of the Architect or Arbitrators given thereunder.

(NOTE: Space is left here for additional articles.)

The Contractor and the Owner for themselves, their heirs, successors, executors, administrators and assigns, hereby agree that they will perform fully the covenants and agreements herein contained, in witness whereof they have hereunto set their hands and seals, the day and year first above written.

IN PRESENCE OF

_____	_____ (SEAL)
_____	_____
_____	_____
_____	_____ (SEAL)
_____	_____
_____	_____

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UNIVERSITY OF ILLINOIS

(FORM NO. 4)

Form of Contract

Adopted and recommended for general use
by the
Illinois Society of Architects

ARCHITECT.

This Agreement, Made the.....day of.....
in the year one thousand.....
by and between.....
.....party of the first part,
hereinafter designated the Contractor and
.....party of the second part,
hereinafter designated the Owner.

Witnesseth : That the Contractor, in consideration of the fulfillment of the agreements herein made by the Owner, agrees with the said Owner, as follows:

ARTICLE I. The Contractor, under the direction and to the satisfaction of Architect,
hereinafter designated the Architect, shall and will provide all the materials and perform all the work mentioned in the specifications or shown on the drawings prepared by the said Architect for the.....

ARTICLE II. The Architect will furnish to the Contractor such further drawings or explanations as may be necessary to detail and illustrate the work to be done, and the Contractor shall conform to the same as part of this contract so far as they may be consistent with the drawings and specifications referred to in Article I.

It is mutually understood and agreed that all drawings and specifications are to remain the property of the Architect.

ARTICLE III. The owner shall have the right to make any alterations in the work under this contract, but only upon the written order of the Architect. The value of the work added or omitted shall be computed by the Architect and the amount so ascertained shall be added to or deducted from the contract price. Should the Architect be unable to compute the value of said work in advance, the work shall proceed under the Architect's order, and the Architect shall compute said value as soon as practicable. In case of dissent from the Architect's award, by either party hereto, the valuation of the work added or omitted shall be referred to an arbitrator as provided in article IX.

ARTICLE IV. The Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Architect or his authorized representatives. He shall, within twenty-four hours after receiving written notice from the Architect to that effect, proceed to remove from the grounds or buildings all materials condemned by him, whether worked or unworked, and to take down all portions of the work which the Architect shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications.

ARTICLE V. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or materials of the proper quality, or fail in any respect to prosecute the work with

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promptness and diligence, or fail in the performance of any of the agreements herein contained; the Architect shall be at liberty, after five days written notice to the Contractor, to provide any such labor or materials and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under the contract, and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner or the Architect shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession, for the purpose of completing the work comprehended under the contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the contractor he shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the owner to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such fault, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive upon the parties, provided, however, if said Owner, or Contractor, shall dispute the justice of the Architect's decision in the matter of said damages, then either of them may have such disputed matter referred to arbitration, under Article IX of this agreement, by serving notice of his demand therefor upon the other party within three days after receiving notice of such decision.

ART. VI. The Contractor shall complete the several portions and the whole of the work embodied in this Agreement by and at the time or times hereinafter stated, towit:
.....
.....
.....
.....

provided that the Owner gives possession of the premises on or before
.....

Time is an essential part of this Agreement; and if the Contractor's work is not in readiness as the condition of the building requires, or is not completed on or before dates mentioned in this Article, or the extension of the same, as provided in Article VII, the Contractor shall forfeit to the Owner.....

.....Dollars for each and every day such work is delayed or remains unfinished, as agreed and liquidated damages.

ART. VII. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by the act, neglect, delay or default of the Owner or the Architect, or of any other contractor employed by the Owner upon the work, or by any damage which may happen by fire, lightning, earthquake or cyclone, or by the abandonment of the work by the employes during a general strike, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid; but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within twenty-four hours of the occurrence of such delay. The duration of such extension shall be certified to by the Architect.

ART. VIII. The Owner agrees to provide all labor and materials not included in this contract in such manner as not to delay the material progress of the work, and in the event of failure so to do, thereby causing loss to the Contractor, agrees that he will reimburse the Contractor for such loss; and the Contractor agrees that if he shall delay the material progress of the work so as to cause any damage for which the Owner shall become liable (as above stated) then he shall make good to the Owner any such damage. The amount of such loss or damage to either party hereto shall, in every case, be fixed and determined by the Architect.

ART. IX. Any controversy or dispute arising under this contract shall be settled by the Architect, whose decision shall be final and binding upon the parties hereto, except that in the case of a dispute as to the value of extra work, or of work omitted, or of the amount of damages referred to in Article V, either party may appeal from the Architect's decision to arbitration, and to that end it is agreed that any said appeal shall be submitted to arbitration in the following manner, viz.:

Either party desiring to arbitrate shall serve a notice on the other party, stating his grievance and his intention of appealing to.....
.....

Who is hereby chosen and agreed upon as arbitrator in any such controversy:

If said arbitrator is unable, or refuses to act, then, unless the parties hereto shall agree in writing upon another Arbitrator within three (3) days after notice that the appointed Arbitrator cannot serve, then either party to this contract may apply to the President of the **Illinois Society of Architects** to appoint an Arbitrator, and any member of the Arbitration Committee of the **Illinois Society of Architects** so appointed by the President of said Society, shall have the authority to act as Arbitrator under this contract. The Arbitrator named above, or his substitute so chosen and constituted, shall have all the powers conferred on arbitrators by the Statutes of the State, and his ruling shall be final and conclusive as to all questions submitted to him for arbitration. Each party shall pay one-half the fee of the Arbitrator in accordance with the scale of fees established by the Arbitration Committee of the **Illinois Society of Architects**.

ART. X. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractor for said work and materials shall be \$.....

.....
.....
.....
subject to additions and deductions as hereinbefore provided, and that such sum shall be paid in current funds by the Owner to the Contractor in installments, upon written certificates of the Architect that payments have become due. Each certificate shall represent per cent. of the Architect's estimate of the value of the labor and materials incorporated in the building since preceding certificate was issued. The per cent. reserved shall be payable when the final certificate is issued.

.....
.....
.....

The final payment shall be made within days after this contract is fulfilled.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify him against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor's default.

ART. XI. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ART. XII. The Owner shall, during the progress of the work, maintain full insurance on said work, against loss or damage by fire; the policies shall cover all work incorporated in the building, and shall be made payable to the parties hereto, as their interests may appear. Should the Owner refuse or neglect to insure, then the Contractor may do so and charge the cost of same to Owner.

ART. XIII. It is further agreed that the Owner shall not in any manner be answerable or accountable for any violation of the city ordinances, or for any loss or damage arising from negligence or carelessness of the Contractor or of any one in his employ, to any person or persons and their property, and said Contractor hereby agrees, covenants and promises to make good to said Owner any loss, damage or expense so incurred, together with reasonable attorney's fees; also that all the foregoing conditions and stipulations shall be mutually binding upon executors, administrators and assigns.

ART. XIV. The Contractor shall provide all statements, affidavits, waivers, etc., required by the Lien Laws of this state, at such times and in the form required by said Laws to protect the Owner against mechanic's or other liens, and hereby acknowledges receipt of notice from the Owner or Architect to furnish same.

ART. XV. The said parties for themselves, their heirs, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

In presence of[SEAL.]
.....[SEAL.]

[Form No. 4]

FORM OF CONTRACT

Adopted and Recommended for General Use by the

Illinois Society of Architects

AGREEMENT BETWEEN

Contractor

AND

Owner

FOR

AT

DATED

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ARCHITECT

AMOUNT OF CONTRACT

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ILLINOIS BUILDING CONTRACT
DOCUMENTS

Adopted and Recommended for General Use
by the
Illinois Chapter of American Institute of
Architects.
Chicago Architects' Business Association.
Western Society of Engineers.
Masons' and Contractors' Association.
Carpenter Contractors' Association.
Architectural Iron League.
Chicago Cut Stone Contractors' Association.
Sheet Metal Contractors' Association, and
other Contractors' Associations.
All of Chicago, Illinois.

PROPOSAL

Date.

Architect.

Dear Sir:—

Having carefully examined the Instructions to Bidders, the form of the Articles of Agreement and the General Conditions of the Contract, the Drawings, Specifications, premises and conditions affecting the work, the undersigned proposes to furnish all materials and labor called for by them for*

in accordance with the said Drawings and Specifications, for the sum of

and to execute a contract for the above work, for the above stated compensation in the form of the Articles of Agreement, shown in Instructions to Bidders.

The Undersigned agrees, if awarded the contract, to begin the work within
days, and to complete it within
after the signing of the Contract Documents.

And further agrees that, from the compensation otherwise to be paid, the owner may retain as and for liquidated damages the sum of Dollars (\$) for each day thereafter, Sundays and Legal Holidays not included, that the work remains uncompleted.

The undersigned agrees, if awarded the contract to execute and deliver to the Architect within ten days after signing of the contract, a satisfactory Bond, in the sum of

extending from the time of signature sixty days beyond the day on which the final certificate is issued, the Bond to be in accordance with the form given in Instructions to Bidders.

And further agrees that if such Bond be not required he will deduct from the proposal price the sum of Dollars (\$).

The undersigned further agrees that the certified check payable to

Owner,

filed with this proposal, and left in escrow with

Architect,

shall become the property of said Owner within ten days after the undersigned shall have been notified in writing of being awarded the contract, and shall be the amount of damages which said Owner will sustain by the failure of the undersigned to carry out this pro-

*Here insert the identical caption descriptive of the work as used in the form of the Articles of Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

NOTE: In these documents the Owner, the Contractor and the Architect are treated as if each were of the singular number and masculine gender.

(over)

posal; but if this proposal is not accepted within ten days from the date set for filing bids, or if the undersigned executes and delivers said contract and bond, the check shall be returned to the undersigned on receipt therefor.

Should*

The undersigned agrees that work added shall be computed at unit prices to be agreed upon before signing contract, and that work omitted shall be computed at per cent less than such prices.

Submitted by

(Signature in long hand)

(Address)

(Telephone number)

*If alternative proposals should be required, they should be formulated here.

NOTE: The acceptance of this proposal and the award of contract alone do not make a binding contract.

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(FORM NO. 4)

MICKER LIBRARY OF ARCHITECTURE
UNIVERSITY OF ILLINOIS

Form of Contract

Adopted and recommended for general use
by the

ARCHITECT.

Illinois Society of Architects

This Agreement, Made the.....day of.....

in the year one thousand.....

by and between.....

.....

.....party of the first part,

hereinafter designated the Contractor and

.....

.....

.....party of the second part,

hereinafter designated the Owner.

Witnesseth : That the Contractor, in consideration of the fulfillment of the agreements herein made by the Owner, agrees with the said Owner, as follows:

ARTICLE I. The Contractor, under the direction and to the satisfaction of

..... Architect,

hereinafter designated the Architect, shall and will provide all the materials and perform all the work men-

tioned in the specifications or shown on the drawings prepared by the said Architect for the.....

.....

.....

.....

.....

.....

.....

ARTICLE II. The Architect will furnish to the Contractor such further drawings or explanations as may be necessary to detail and illustrate the work to be done, and the Contractor shall conform to the same as part of this contract so far as they may be consistent with the drawings and specifications referred to in Article I.

It is mutually understood and agreed that all drawings and specifications are to remain the property of the Architect.

ARTICLE III. The owner shall have the right to make any alterations in the work under this contract, but only upon the written order of the Architect. The value of the work added or omitted shall be computed by the Architect and the amount so ascertained shall be added to or deducted from the contract price. Should the Architect be unable to compute the value of said work in advance, the work shall proceed under the Architect's order, and the Architect shall compute said value as soon as practicable. In case of dissent from the Architect's award, by either party hereto, the valuation of the work added or omitted shall be referred to an arbitrator as provided in article IX.

ARTICLE IV. The Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Architect or his authorized representatives. He shall, within twenty-four hours after receiving written notice from the Architect to that effect, proceed to remove from the grounds or buildings all materials condemned by him, whether worked or unworked, and to take down all portions of the work which the Architect shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications.

ARTICLE V. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or materials of the proper quality, or fail in any respect to prosecute the work with

promptness and diligence, or fail in the performance of any of the agreements herein contained; the Architect shall be at liberty, after five days written notice to the Contractor, to provide any such labor or materials and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under the contract, and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner or the Architect shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession, for the purpose of completing the work comprehended under the contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the contractor he shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the owner to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such fault, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive upon the parties, provided, however, if said Owner, or Contractor, shall dispute the justice of the Architect's decision in the matter of said damages, then either of them may have such disputed matter referred to arbitration, under Article IX of this agreement, by serving notice of his demand therefor upon the other party within three days after receiving notice of such decision.

ART. VI. The Contractor shall complete the several portions and the whole of the work embodied in this Agreement by and at the time or times hereinafter stated, towit:
.....
.....
.....
.....

provided that the Owner gives possession of the premises on or before
.....

Time is an essential part of this Agreement; and if the Contractor's work is not in readiness as the condition of the building requires, or is not completed on or before dates mentioned in this Article, or the extension of the same, as provided in Article VII, the Contractor shall forfeit to the Owner.....

.....Dollars for each and every day such work is delayed or remains unfinished, as agreed and liquidated damages.

ART. VII. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by the act, neglect, delay or default of the Owner or the Architect, or of any other contractor employed by the Owner upon the work, or by any damage which may happen by fire, lightning, earthquake or cyclone, or by the abandonment of the work by the employes during a general strike, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid; but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within twenty-four hours of the occurrence of such delay. The duration of such extension shall be certified to by the Architect.

ART. VIII. The Owner agrees to provide all labor and materials not included in this contract in such manner as not to delay the material progress of the work, and in the event of failure so to do, thereby causing loss to the Contractor, agrees that he will reimburse the Contractor for such loss; and the Contractor agrees that if he shall delay the material progress of the work so as to cause any damage for which the Owner shall become liable (as above stated) then he shall make good to the Owner any such damage. The amount of such loss or damage to either party hereto shall, in every case, be fixed and determined by the Architect.

ART. IX. Any controversy or dispute arising under this contract shall be settled by the Architect, whose decision shall be final and binding upon the parties hereto, except that in the case of a dispute as to the value of extra work, or of work omitted, or of the amount of damages referred to in Article V, either party may appeal from the Architect's decision to arbitration, and to that end it is agreed that any said appeal shall be submitted to arbitration in the following manner, viz.:

Either party desiring to arbitrate shall serve a notice on the other party, stating his grievance and his intention of appealing to.....
.....

Who is hereby chosen and agreed upon as arbitrator in any such controversy:

If said arbitrator is unable, or refuses to act, then, unless the parties hereto shall agree in writing upon another Arbitrator within three (3) days after notice that the appointed Arbitrator cannot serve, then either party to this contract may apply to the President of the **Illinois Society of Architects** to appoint an Arbitrator, and any member of the Arbitration Committee of the **Illinois Society of Architects** so appointed by the President of said Society, shall have the authority to act as Arbitrator under this contract. The Arbitrator named above, or his substitute so chosen and constituted, shall have all the powers conferred on arbitrators by the Statutes of the State, and his ruling shall be final and conclusive as to all questions submitted to him for arbitration. Each party shall pay one-half the fee of the Arbitrator in accordance with the scale of fees established by the Arbitration Committee of the **Illinois Society of Architects**.

ART. X. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractor for said work and materials shall be \$.....
.....
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.....
.....
subject to additions and deductions as hereinbefore provided, and that such sum shall be paid in current funds by the Owner to the Contractor in installments, upon written certificates of the Architect that payments have become due. Each certificate shall represent per cent. of the Architect's estimate of the value of the labor and materials incorporated in the building since preceding certificate was issued. The per cent. reserved shall be payable when the final certificate is issued.

The final payment shall be made within days after this contract is fulfilled.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify him against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor's default.

ART. XI. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ART. XII. The Owner shall, during the progress of the work, maintain full insurance on said work, against loss or damage by fire; the policies shall cover all work incorporated in the building, and shall be made payable to the parties hereto, as their interests may appear. Should the Owner refuse or neglect to insure, then the Contractor may do so and charge the cost of same to Owner.

ART. XIII. It is further agreed that the Owner shall not in any manner be answerable or accountable for any violation of the city ordinances, or for any loss or damage arising from negligence or carelessness of the Contractor or of any one in his employ, to any person or persons and their property, and said Contractor hereby agrees, covenants and promises to make good to said Owner any loss, damage or expense so incurred, together with reasonable attorney's fees; also that all the foregoing conditions and stipulations shall be mutually binding upon executors, administrators and assigns.

ART. XIV. The Contractor shall provide all statements, affidavits, waivers, etc., required by the Lien Laws of this state, at such times and in the form required by said Laws to protect the Owner against mechanic's or other liens, and hereby acknowledges receipt of notice from the Owner or Architect to furnish same.

ART. XV. The said parties for themselves, their heirs, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

In presence of [SEAL.]
..... [SEAL.]

FORM OF CONTRACT

Adopted and Recommended for General Use by the

Illinois Society of Architects

AGREEMENT
BETWEEN

Contractor

AND

Owner

FOR

AT

DATED

19

ARCHITECT

AMOUNT OF CONTRACT

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ARTICLES OF AGREEMENT BETWEEN ARCHITECT AND OWNER

THIS AGREEMENT Made the
One Thousand Nine Hundred and

in the year

at
County of
called the Architect, and

, by and between
, Architect located for the practice of his profession
Street, in the City of
and State of , hereinafter

at , in the City of
, and State of
the Owner.

RICKER LIBRARY OF ARCHITECTURE
UNIVERSITY OF ILLINOIS

, doing business
, County of
hereinafter called

WITNESSETH: That the Architect and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. The Architect agrees to render full and complete professional services, including the furnishing of Preliminary Studies, General Drawings, Specifications, Scale and Full Sized Details and General Supervision of the Work, for a proposed

Building, to be erected on lots owned by the said Owner, described as

ARTICLE II. The Architect and Owner agree that it is the professional service of the Architect which is to be furnished hereunder and that the instruments of service such as drawings and specifications are merely incident thereto and as such remain the property of the Architect; that the items of professional service are comprehended and proportioned to the complete services as hereinafter stated, namely:

(a) Preliminary Studies, amounting to Two-Tenths of the complete professional services, consisting of: the necessary conferences, inspections, studies and sketches modified and remodified to determine the client's problem and illustrate a satisfactory general solution of same, both as to plan and elevation. Illustrative sketches for this purpose need not be to accurate scale, but should be approximately correct as to general dimensions and proportion.

(b) General Drawings, amounting to Three-Tenths of the complete professional services, consisting of: figured scale plans of the various stories, elevations of all the fronts, such general vertical sections as may be necessary to elucidate the design, and such details, drawn to still larger scale as, with the assistance of printed notes and the accompanying specifications, may make the whole scheme clearly evident to the mind of the competent builder and give him a full and complete comprehension of all the structural conditions as they affect the vital questions of quality and quantity of materials, of character of workmanship, and of cost.

(c) Specifications, amounting to One-Tenth of the complete professional services, consisting of: a supplementary statement in words of at least all those items of information regarding the proposed building which are not set forth in the drawings.

(d) Detail Drawings, amounting to One-Tenth of the complete professional services, consisting of: all the necessary supplementary drawings required to enable competent builders to so provide and shape their material that it may be adjusted to its proper place or function in the building

with the least delay and the smallest chance for errors and misfits. If not prepared until after the contract for the building is let, they must not impose on the contractor any labor or material which is not called for by the spirit and intent of the "General Drawings and Specifications," except with the consent and approval of both the owner and the contractor.

(e) General Supervision of the Work, amounting to Three-Tenths of the complete professional services, consisting of: such inspection by the architect or his deputy of work in studios and shops or at the building or other work in process of erection, completion or alteration, as he finds necessary to ascertain whether it is being executed in general conformity with his drawings, specifications or directions. In acting in this capacity his authority and status will be as defined in the "General Conditions of the Contract" of the "Illinois Building Contract Documents," which Illinois Building Contract Documents are by reference made an express part of this agreement. He has authority to reject any part of the work which does not conform with the spirit and intent of plans and specifications and order its removal and reconstruction. He has authority to act in emergencies that may arise in the course of construction, to order necessary changes and to define the meaning and intent of the drawings and specifications. He is not obliged to give continuous personal superintendence, but should the Owner require this service, the Architect will employ a clerk-of-works or inspector to render such assistance under his direction, at the Owner's expense.

ARTICLE III. Subject to additions and deductions as provided in Article V of this Agreement, the Owner agrees to pay the Architect for the performance of the contract a sum equal to per cent reckoned on a reasonable estimated total cost of executing the work herein required to be designed, delineated, specified and supervised in construction by the Architect. Proportionate monthly payments shall be made by the Owner to the Architect in current funds, on or before the 10th day of each month according to the proportionate amount of the various items of hereinbefore defined service which have been completed by the Architect before the 1st day of that month.

NOTE: TOTAL COST, wherever herein used as a base for determining the ultimate fee due the Architect shall be interpreted as what would be the reasonable cost of all materials and labor necessary to complete the work required to be designed plus contractor's profits and expenses, as such cost would be if all materials were new and all labor fully paid at market prices current when the work was ordered.

The Architect and Owner agree that the question of cost of executing designs for building is controlled by at least three factors, enumerated as follows:—(1) Fluctuating market conditions of labor and material which are beyond the control of either the Owner, the Contractor or the Architect.—(2) Quantity and elaboration of material and

labor which is entirely within the control of the Owner with the advice of his Architect.—(3) Purchasing skill which is largely in the hands of the Architect. It is therefore mutually agreed that it shall be the duty of the Owner to choose between fixing limits on the character of design and quantity of materials or on ultimate cost; since at any time these two factors might be made incompatible by changing market conditions, or unforeseeable practical difficulties and if the Owner elects to fix an absolute limit on ultimate cost, the Architect shall always be at liberty to make such alteration in design, specification and size, or any of them, as shall make it possible to bring the cost within the restrictions imposed by the Owner prescribing ultimate cost.

ARTICLE IV. The Architect and the Owner agree that the Illinois Building Contract Documents shall be used for the General Conditions to contracts between the Owner and Contractors, and that the status of the Architect and the relation between the Owner, Contractors and the Architect, shall be as therein stated and as hereinafter especially enumerated, to-wit:

(a) In the supervision of the work, if by any contract, the Architect is made the interpreter of the drawings and specifications forming a part of any contract between the Owner and any Contractor; as such, it is his duty to define their true intent and meaning without fear or favor. He is to act in this capacity as an expert untrammelled arbitrator, licensed so to act by the people of the State of Illinois. In so acting, he is not the agent of the Owner, and while acting in that capacity, the Owner shall have no right to command his acts or decisions or in any way threaten or intimidate him in the honest discharge of his duty as an arbitrator.

(b) In cases of emergency only, the Architect has authority as a public officer to order extra work or materials, in order to safeguard human life or property.

(c) The Architect in his advisory capacity will not recommend, by specifications or otherwise, any materials nor any contracting companies in which he has a financial

interest, without fully informing the Owner of his connection or interest in same and obtaining Owner's consent so to do. In all such cases he shall be deemed incompetent to act as arbitrator on questions between the Owner and the said Contractor in any matters which may be disputed between them.

(d) Since by the terms and conditions of this agreement it is made the duty of the Architect to advise the Owner as to design, construction and methods of procedure, the Architect, during the preparation of preliminary studies, general drawings, specifications and details, shall not be considered as being guilty of insubordination or failure to carry out the instructions of the Owner if he submits design for approval or makes recommendations contrary to the Owner's previously expressed instructions, for it is mutually understood between them that it is the duty of the Architect to give the Owner the full benefit of his skill and experience.

ARTICLE V. The Architect and Owner agree that the following items of professional service are not included in the services required by this agreement and if desired by the Owner or in the judgment of the Architect necessary, on account of unusual and peculiar complications of the work, these shall be paid for as hereinafter stated, to-wit:

(a) The Owner is to pay for the services of any specialists which may be required for additional advice on unusual problems in Heating, Ventilating, Mechanical, Structural, Electrical and Sanitary problems. Nothing in this clause, however, relieves the Architect from the requirement to carefully compute and prepare complete detail plans and specifications for these portions of the work, exercising technical skill and usual care in the preparation of same. The Owner is to pay for special chemical and mechanical tests and service.

(b) The Owner is to pay for all necessary traveling expenses other than between the Architect's office and the building site.

(c) If the Owner requires a special clerk-of-works or inspector, he is to be selected by the Architect and work under his, the Architect's, direction, but his salary is to be paid by the Owner in addition to regular fee for professional services.

(d) If, after a definite scheme has been approved, changes in drawings, specifications or other documents are required by the Owner; or if the architect be put to extra labor or expense by the delinquency or insolvency of a contractor, the architect shall be paid for such additional services and expense.

(e) "Shop-drawings", if necessary to the execution of the work, are to be furnished by the contractor or otherwise, and are not required to be furnished by the Architect.

ARTICLE VI.*

THE ARCHITECT AND THE OWNER, for themselves, their heirs, successors, executors, administrators and assigns, hereby covenant and agree that they will fully perform each and every condition of the above mentioned agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

Architect (Seal)

Owner (Seal)

ARTICLES OF AGREEMENT BETWEEN ARCHITECT AND OWNER

WICKER LIBRARY OF ARCHITECTURE
UNIVERSITY OF ILLINOIS

THIS AGREEMENT Made the
One Thousand Nine Hundred and

in the year

at
County of
called the Architect, and

, by and between
, Architect located for the practice of his profession
Street, in the City of
and State of , hereinafter

at , doing business
, in the City of , County of
, and State of hereinafter called
the Owner.

WITNESSETH: That the Architect and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. The Architect agrees to render full and complete professional services, including the furnishing of Preliminary Studies, General Drawings, Specifications, Scale and Full Sized Details and General Supervision of the Work, for a proposed

Building, to be erected on lots owned by the said Owner, described as

ARTICLE II. The Architect and Owner agree that it is the professional service of the Architect which is to be furnished hereunder and that the instruments of service such as drawings and specifications are merely incident thereto and as such remain the property of the Architect; that the items of professional service are comprehended and proportioned to the complete services as hereinafter stated, namely:

(a) Preliminary Studies, amounting to Two-Tenths of the complete professional services, consisting of: the necessary conferences, inspections, studies and sketches modified and remodified to determine the client's problem and illustrate a satisfactory general solution of same, both as to plan and elevation. Illustrative sketches for this purpose need not be to accurate scale, but should be approximately correct as to general dimensions and proportion.

(b) General Drawings, amounting to Three-Tenths of the complete professional services, consisting of: figured scale plans of the various stories, elevations of all the fronts, such general vertical sections as may be necessary to elucidate the design, and such details, drawn to still larger scale as, with the assistance of printed notes and the accompanying specifications, may make the whole scheme clearly evident to the mind of the competent builder and give him a full and complete comprehension of all the structural conditions as they affect the vital questions of quality and quantity of materials, of character of workmanship, and of cost.

(c) Specifications, amounting to One-Tenth of the complete professional services, consisting of: a supplementary statement in words of at least all those items of information regarding the proposed building which are not set forth in the drawings.

(d) Detail Drawings, amounting to One-Tenth of the complete professional services, consisting of: all the necessary supplementary drawings required to enable competent builders to so provide and shape their material that it may be adjusted to its proper place or function in the building

with the least delay and the smallest chance for errors and misfits. If not prepared until after the contract for the building is let, they must not impose on the contractor any labor or material which is not called for by the spirit and intent of the "General Drawings and Specifications," except with the consent and approval of both the owner and the contractor.

(e) General Supervision of the Work, amounting to Three-Tenths of the complete professional services, consisting of: such inspection by the architect or his deputy of work in studios and shops or at the building or other work in process of erection, completion or alteration, as he finds necessary to ascertain whether it is being executed in general conformity with his drawings, specifications or directions. In acting in this capacity his authority and status will be as defined in the "General Conditions of the Contract" of the "Illinois Building Contract Documents," which Illinois Building Contract Documents are by reference made an express part of this agreement. He has authority to reject any part of the work which does not conform with the spirit and intent of plans and specifications and order its removal and reconstruction. He has authority to act in emergencies that may arise in the course of construction, to order necessary changes and to define the meaning and intent of the drawings and specifications. He is not obliged to give continuous personal superintendence, but should the Owner require this service, the Architect will employ a clerk-of-works or inspector to render such assistance under his direction, at the Owner's expense.

ARTICLE III. Subject to additions and deductions as provided in Article V of this Agreement, the Owner agrees to pay the Architect for the performance of the contract a sum equal to per cent reckoned on a reasonable estimated total cost of executing the work herein required to be designed, delineated, specified and supervised in construction by the Architect. Proportionate monthly payments shall be made by the Owner to the Architect in current funds, on or before the 10th day of each month according to the proportionate amount of the various items of hereinbefore defined service which have been completed by the Architect before the 1st day of that month.

NOTE: TOTAL COST, wherever herein used as a base for determining the ultimate fee due the Architect shall be interpreted as what would be the reasonable cost of all materials and labor necessary to complete the work required to be designed plus contractor's profits and expenses, as such cost would be if all materials were new and all labor fully paid at market prices current when the work was ordered.

The Architect and Owner agree that the question of cost of executing designs for building is controlled by at least three factors, enumerated as follows:—(1) Fluctuating market conditions of labor and material which are beyond the control of either the Owner, the Contractor or the Architect.—(2) Quantity and elaboration of material and

labor which is entirely within the control of the Owner with the advice of his Architect.—(3) Purchasing skill which is largely in the hands of the Architect. It is therefore mutually agreed that it shall be the duty of the Owner to choose between fixing limits on the character of design and quantity of materials or on ultimate cost; since at any time these two factors might be made incompatible by changing market conditions, or unforeseeable practical difficulties and if the Owner elects to fix an absolute limit on ultimate cost, the Architect shall always be at liberty to make such alteration in design, specification and size, or any of them, as shall make it possible to bring the cost within the restrictions imposed by the Owner prescribing ultimate cost.

ARTICLE IV. The Architect and the Owner agree that the Illinois Building Contract Documents shall be used for the General Conditions to contracts between the Owner and Contractors, and that the status of the Architect and the relation between the Owner, Contractors and the Architect, shall be as therein stated and as hereinafter especially enumerated, to-wit:

(a) In the supervision of the work, if by any contract, the Architect is made the interpreter of the drawings and specifications forming a part of any contract between the Owner and any Contractor; as such, it is his duty to define their true intent and meaning without fear or favor. He is to act in this capacity as an expert untrammelled arbitrator, licensed so to act by the people of the State of Illinois. In so acting, he is not the agent of the Owner, and while acting in that capacity, the Owner shall have no right to command his acts or decisions or in any way threaten or intimidate him in the honest discharge of his duty as an arbitrator.

(b) In cases of emergency only, the Architect has authority as a public officer to order extra work or materials, in order to safeguard human life or property.

(c) The Architect in his advisory capacity will not recommend, by specifications or otherwise, any materials nor any contracting companies in which he has a financial

interest, without fully informing the Owner of his connection or interest in same and obtaining Owner's consent so to do. In all such cases he shall be deemed incompetent to act as arbitrator on questions between the Owner and the said Contractor in any matters which may be disputed between them.

(d) Since by the terms and conditions of this agreement it is made the duty of the Architect to advise the Owner as to design, construction and methods of procedure, the Architect, during the preparation of preliminary studies, general drawings, specifications and details, shall not be considered as being guilty of insubordination or failure to carry out the instructions of the Owner if he submits design for approval or makes recommendations contrary to the Owner's previously expressed instructions, for it is mutually understood between them that it is the duty of the Architect to give the Owner the full benefit of his skill and experience.

ARTICLE V. The Architect and Owner agree that the following items of professional service are not included in the services required by this agreement and if desired by the Owner or in the judgment of the Architect necessary, on account of unusual and peculiar complications of the work, these shall be paid for as hereinafter stated, to-wit:

(a) The Owner is to pay for the services of any specialists which may be required for additional advice on unusual problems in Heating, Ventilating, Mechanical, Structural, Electrical and Sanitary problems. Nothing in this clause, however, relieves the Architect from the requirement to carefully compute and prepare complete detail plans and specifications for these portions of the work, exercising technical skill and usual care in the preparation of same. The Owner is to pay for special chemical and mechanical tests and service.

(b) The Owner is to pay for all necessary traveling expenses other than between the Architect's office and the building site.

(c) If the Owner requires a special clerk-of-works or inspector, he is to be selected by the Architect and work under his, the Architect's, direction, but his salary is to be paid by the Owner in addition to regular fee for professional services.

(d) If, after a definite scheme has been approved, changes in drawings, specifications or other documents are required by the Owner; or if the architect be put to extra labor or expense by the delinquency or insolvency of a contractor, the architect shall be paid for such additional services and expense.

(e) "Shop-drawings", if necessary to the execution of the work, are to be furnished by the contractor or otherwise, and are not required to be furnished by the Architect.

ARTICLE VI.*

THE ARCHITECT AND THE OWNER, for themselves, their heirs, successors, executors, administrators and assigns, hereby covenant and agree that they will fully perform each and every condition of the above mentioned agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

Architect (Seal)

Owner (Seal)

Job No.	Cert. No.
Date	
Statement	
Contract Price	\$.....
Additions	\$.....
Total	\$.....
Deductions	\$.....
Net Total	<u>\$.....</u>
Previous Certificate	\$.....
Present Certificate	\$.....
Total Issued	\$.....
Balance Due	\$.....

Illinois Society of Architects Form No. 1.

OFFICE OF THE ARCHITECT FOR BUILDING LOCATED AT

To.....

This is To Certify That.....

Contractor For.....

Is Entitled Under Terms of Contract to a.....Payment of

.....Dollars

Remarks.....

.....Architect

Received

The Amount of This CertificateContractor

Job No. _____

Cert. No. _____

Date _____

Statement

Contract Price \$ _____

Additions \$ _____

Total \$ _____

Deductions \$ _____

Net Total \$ _____

Previous Certificate \$ _____

Present Certificate \$ _____

Total Issued \$ _____

Balance Due \$ _____

Illinois Society of Architects Form No. 1.

OFFICE OF THE ARCHITECT FOR BUILDING LOCATED AT

To _____

This is To Certify That _____

Contractor For _____

Is Entitled Under Terms of Contract to a _____

Payment of _____

Dollars _____

Remarks _____

Architect _____

Received _____

The Amount of This Certificate _____

Contractor _____

Handwritten:
To: *James G. ...*
Contractor For *...*
Is Entitled Under Terms of Contract to a *...*
Payment of *...*
Dollars *...*
Remarks *...*

ILLINOIS BUILDING CONTRACT
DOCUMENTS

Adopted and Recommended for General Use
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Chicago Cut Stone Contractors' Association.
Sheet Metal Contractors' Association.
And other Contractors' Associations.
All of Chicago, Illinois.

INVITATION TO BID

Office of . . .

ARCHITECT.

Address

Date

Dear Sir:—You are invited to submit a proposal for

Drawings and specifications may be procured from this office on and after

They must be returned on notification of the architect, except that general bidders may keep the estimating drawings and documents until a decision is announced.

To be entitled to consideration this proposal must be delivered at this office not later than

and must be in accordance with the Instructions to Bidders.

Yours respectfully,

Architect.

NOTE: The proposal must be accompanied by certified check on a

for

(\$

)

These documents the Owner, the Contractor and the Architect are treated as if each were of
and masculine gender.

ARCHITECT

(over)

TRADE MARK

INSTRUCTIONS TO BIDDERS

I. SUBMISSION OF PROPOSALS.

Proposals, to be entitled to consideration, must be made in accordance with the following instructions:

a. Proposals shall be made upon the blank form accompanying these instructions, and all the blanks in the form shall be fully filled in; blanks for numbers shall be filled both in writing and in figures; and the completed form shall be without interlineation, alteration or erasure.

b. Proposals shall not contain any recapitulation of the work to be done.

c. Proposals shall be enclosed in an opaque, sealed envelope, addressed to the architect at his office, marked "Proposal" and bearing the title of the work for which the proposal is made, and the name of the bidder.

d. No oral, telegraphic or telephonic proposals or modifications will be considered.

II. ADDITIONAL INFORMATION.

In case a bidder finds discrepancies or omissions in, or is in doubt as to the meaning of the drawings or documents, he should at once notify the architect, who will forthwith send a written instruction to all bidders. Neither Owner nor Architect will be responsible for any oral instructions.

III. INSPECTION OF SITES.

Before submitting a proposal, bidders should carefully examine the drawings and specifications, visit the site of the work, fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items contemplated by the drawings and documents.

IV. SAMPLES.

Each bidder shall submit, with his proposal, samples of the materials which he proposes to use, whenever so required by the specifications.

V. COMPETENCY OF BIDDERS.

The competency and responsibility of bidders and of their proposed sub-contractors will receive careful consideration in the award.

VI. RIGHT TO REJECT.

The owner does not obligate himself to accept the lowest or any other bid, and may waive any informality in any proposal.

VII. FORM OF AGREEMENT AND BOND.

The form of the Articles of Agreement and Bond to be used and the amount of Bond, if required, are hereto appended.

NOTE: If no enclosure is included it will be understood that the Illinois Building Contract Documents, form of Agreement and Bond will be used and amount of bond will be % of contract price.

VIII. PERCENTAGE RETAINED.

Percentage of contract price to be retained



Schedule of Proper Minimum Charges and Professional Practice of Architects Recommended by the Illinois Society of Architects

1. The architect's professional services consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full-size detail drawings, and of the general direction and supervision of the work, for which, *except as hereinafter mentioned, the minimum charge is six per cent (6%), based upon the total cost of the work complete.* In case of the discontinuance or abandonment of the work, the architect's charge shall be based upon an *estimated* total cost, which estimated total cost may be determined by the architect, by experts, or by the lowest estimates of responsible contractors. *Total cost* is to be interpreted as the cost of all materials and labor necessary to complete the work, plus contractor's profits and expenses, as such cost would be if all materials were new and all labor fully paid, at market prices current when the work was ordered.

2. On residential work, on alterations to existing buildings, on monuments, furniture, decorative and cabinet work, and landscape architecture, it is proper to make a higher charge than above indicated. (See par. 12.)

3. The architect is entitled to compensation for articles purchased on his advice or under his direction, even though not designed by him.

4. If an operation is conducted under separate contracts, rather than under a general contract, it is proper to charge a special fee in addition to the charges mentioned elsewhere in this schedule.

5. Where the architect is not otherwise retained, consultation fees for professional advice are to be paid in proportion to the importance of the questions involved and services rendered.

6. Where heating, ventilating, mechanical, structural, electrical and sanitary problems are, in the opinion of the owner, of such a nature as to require the services of a specialist the owner is to pay for such services in addition to the architect's regular commission. Chemical and mechanical tests and surveys, when required, are to be paid for by the owner.

7. Necessary traveling expenses are to be paid by the owner.

8. If, after a definite scheme has been approved, changes in drawings, specifications or other documents are required by the owner; or if the architect be put to extra labor or expense by the delinquency or insolvency of a contractor, the architect shall be paid for such additional services and expense.

9. The architect's entire fee is itemized, and proportionate payments on account are due the architect, as the following items are complete:

Preliminary studies2	of total fee
General drawings3	" " "
Specifications1	" " "
Scale and full size details.....	.1	" " "
General supervision of the work.....	.3	" " "
Total	1.00	

(Fee for Complete service as agreed, or see paragraphs 1 to 12)

10. Items of service are comprehended as follows:

(a) *Preliminary Studies* consist of the necessary conferences, inspections, studies and sketches modified and remodified to determine the client's problem and illustrate a satisfactory general solution of same, both as to plan and elevation. Illustrative sketches for this purpose need not be to accurate scale, but should be approximately correct as to general dimensions and proportion.

(b) *General Drawings* include figured scale plans of the various stories, elevations of all the fronts, such general vertical sections as may be necessary to elucidate the design, and such details, drawn to still larger scale as, with the assistance of printed notes, and of the accompanying specifications, may make the whole scheme clearly evident to the mind of a competent builder and give him a full and complete comprehension of all the structure conditions as they affect the vital questions of quality and quantity of materials, of character of workmanship, and of cost.

(c) *Specifications* consist of a supplementary statement in words, of at least all those items of information regarding a proposed building which are not set forth in the drawings.

(d) *Detail Drawings* include all the necessary supplementary drawings required for the use of the builders, to enable them to so provide and shape their material that it may be adjusted to its proper place or function in the building with the least delay, and the smallest chance for errors and misfits. If not prepared until after the contract for the building is let they must not impose on the contractor any labor or material which is not called for by the spirit and intent of the "General Drawings" and "Specifications."

(e) The *Supervision* of an architect (as distinguished from the continuous personal inspection which may be secured by the employment of a clerk-of-the-works or inspector of construction) means such inspection by the architect or his deputy, of work in studios and shops or at building or other work in process of erection, completion or alteration, as he finds necessary to ascertain whether it is being executed in general conformity with his drawings and specifications or directions. He has authority to reject any part of the work which does not so conform and to order its removal and reconstruction. He has authority to act in emergencies that may arise in the course of construction, to order necessary changes, and to define the intent and meaning of the drawings and specifications. On operations where a clerk-of-the-works or inspector of construction is required, the architect shall employ such assistance at the owner's expense.

11. Drawings and specifications, as instruments of service, are the property of the architect.

12. Exceptions. (See par. 2.)	
Dwellings costing less than \$10,000.....	10%
Lofts not requiring special planning for machinery or arrangement	5%
Additions and alterations to dwellings	12%
Additions and alterations to business buildings	10%

NOTE—Above schedule is considered minimum for ordinary and usual professional service. It is not considered fair or reasonable for highly specialized service.

ILLINOIS BUILDING CONTRACT
DOCUMENTS

Adopted and Recommended for General Use
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Carpenter Contractors' Association,
Architectural Iron League,
Chicago Cut Stone Contractors' Association,
Sheet Metal Contractors' Association, and
other Contractors' Associations,
All of Chicago, Illinois,

PROPOSAL

~~BIDDER FORM~~
UNIVERSITY OF ILLINOIS

Date.

Architect.

Dear Sir:—

Having carefully examined the Instructions to Bidders, the form of the Articles of Agreement and the General Conditions of the Contract, the Drawings, Specifications, premises and conditions affecting the work, the undersigned proposes to furnish all materials and labor called for by them for*

in accordance with the said Drawings and Specifications, for the sum of

and to execute a contract for the above work, for the above stated compensation in the form of the Articles of Agreement, shown in Instructions to Bidders.

The Undersigned agrees, if awarded the contract, to begin the work within
days, and to complete it within
after the signing of the Contract Documents.

And further agrees that, from the compensation otherwise to be paid, the owner may retain as and for liquidated damages the sum of Dollars (\$) for each day thereafter, Sundays and Legal Holidays not included, that the work remains uncompleted.

The undersigned agrees, if awarded the contract to execute and deliver to the Architect within ten days after signing of the contract, a satisfactory Bond, in the sum of

extending from the time of signature sixty days beyond the day on which the final certificate is issued, the Bond to be in accordance with the form given in Instructions to Bidders.

And further agrees that if such Bond be not required he will deduct from the proposal price the sum of Dollars (\$).

The undersigned further agrees that the certified check payable to

Owner,

filed with this proposal, and left in escrow with

Architect,

shall become the property of said Owner within ten days after the undersigned shall have been notified in writing of being awarded the contract, and shall be the amount of damages which said Owner will sustain by the failure of the undersigned to carry out this pro-

*Here insert the identical caption descriptive of the work as used in the form of the Articles of Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

NOTE: In these documents the Owner, the Contractor and the Architect are treated as if each were of the singular number and masculine gender.

(over)

posals; but if this proposal is not accepted within ten days from the date set for filing bids, or if the undersigned executes and delivers said contract and bond, the check shall be returned to the undersigned on receipt therefor.

Should*

The undersigned agrees that work added shall be computed at unit prices to be agreed upon before signing contract, and that work omitted shall be computed at per cent less than such prices.

Submitted by

(Signature in long hand)

(Address)

(Telephone number)

*If alternative proposals should be required, they should be formulated here.

NOTE: The acceptance of this proposal and the award of contract alone do not make a binding contract.

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And other Contractors' Associations.
All of Chicago, Illinois.

~~RICKER LIBRARY OF ARCHITECTURE.~~
UNIVERSITY OF ILLINOIS

**GENERAL CONDITIONS
OF THE CONTRACT**

(1) DESCRIPTION OF WORK.

The work to be executed under this contract consists of*

for

Owner, hereinafter called the Owner, and is to be constructed to the satisfaction of, under the supervision of and in accordance with the Specifications and Drawings prepared by
the Architect.

(2) CONTRACT DOCUMENTS.

The Articles of Agreement, the General Conditions of the Contract, the Specifications and the Drawings with all notes made thereon before the signing of the Agreement are the documents forming the contract. Copies of all these documents signed by the parties as provided in Article IV of the Articles of Agreement, shall remain in the custody of the Architect and shall be produced by him for inspection at his office on demand of either party.

(3) SPECIFICATIONS AND DRAWINGS.

The Specifications and Drawings forming a part of this contract are the following:

*Here insert the identical caption descriptive of the work as used in the form of Proposal, the Articles of Agreement, the Specifications and on the Drawings.
(NOTE: In these documents the Owner, the Contractor and the Architect are treated as if each were of the singular number and masculine gender.)

TRADE MARK

IBCD

posal; but if this proposal is not accepted within ten days from the date set for filing bids, or if the undersigned executes and delivers said contract and bond, the check shall be returned to the undersigned on receipt therefor.

Should*

The undersigned agrees that work added shall be computed at unit prices to be agreed upon before signing contract, and that work omitted shall be computed at per cent less than such prices.

Submitted by

(Signature in long hand)

(Address)

(Telephone number)

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**GENERAL CONDITIONS
OF THE CONTRACT**

(1) DESCRIPTION OF WORK.

The work to be executed under this contract consists of*

for

Owner, hereinafter called the Owner, and is to be constructed to the satisfaction of, under the supervision of and in accordance with the Specifications and Drawings prepared by the Architect.

(2) CONTRACT DOCUMENTS.

The Articles of Agreement, the General Conditions of the Contract, the Specifications and the Drawings with all notes made thereon before the signing of the Agreement are the documents forming the contract. Copies of all these documents signed by the parties as provided in Article IV of the Articles of Agreement, shall remain in the custody of the Architect and shall be produced by him for inspection at his office on demand of either party.

(3) SPECIFICATIONS AND DRAWINGS.

The Specifications and Drawings forming a part of this contract are the following:

*Here insert the identical caption descriptive of the work as used in the form of Proposal, the Articles of Agreement, the Specifications and on the Drawings.
(NOTE: In these documents the Owner, the Contractor and the Architect are treated as if each were of the singular number and masculine gender.)

(4) RELATION OF DOCUMENTS.

The documents forming the contract are mutually accessory and complementary, and shall be given precedence in the following order, provided they are in existence at the time of the closing of the contract:

General Conditions of the Contract.

Specifications.

Full-sized Detail Drawings.

Large Scale Drawings.

General Drawings.

The signature of the Owner and the Contractor on these documents shall be evidence of their knowledge of their existence at the time of entering into the contract, and what is called for by any one shall be as binding as if called for by two or all.

Should the documents not agree as to the quality or quantity of the work or materials to be done or used, the foregoing order of precedence shall determine what is to be done, but should there be a conflict in the provisions of any one document, then the smaller quantity, or the cheaper grade described, shall be accepted, subject to the requirements of a document or documents of superior precedence.

(5) SCHEDULE OF DATES.

The Contractor shall prepare, in consultation with the Architect, a schedule fixing dates for the beginning of manufacture and installation of the various parts of the work, and the latest date at which the various detail drawings and decisions will be required for the proper conduct of the work.

(6) DETAIL DRAWINGS.

Detail and working drawings, which shall be true developments of the scale drawings, will be furnished by the Architect from time to time, as necessary and as per schedule agreed upon, and the work shall be executed in conformity therewith and with such instructions, directions and explanations not inconsistent therewith, as may from time to time be given by the Architect.

(7) DRAWINGS AT THE WORK.

The Contractor shall keep in good order upon the work one copy of the Specifications and one copy of each drawing, and the Architect and his representatives shall have free access to such copies.

(8) FIGURES TO GOVERN.

Figured dimensions shall be followed in preference to measurements by scale.

(9) USE AND RETURN OF DRAWINGS AND MODELS.

The Drawings and Specifications furnished by the Architect shall be used for this work only. As instruments of service they are the property of the Architect, and shall be returned to him. Any models furnished under this contract, or by the Owner, are the property of the Owner, and shall be disposed of as directed by him.

(10) NUMBER OF COPIES FURNISHED.

The Architect shall furnish to the Contractor, free of cost to him, three copies of each full size detail drawing and as many copies of other drawings and specifications as are reasonably necessary for the proper execution of the work.

(11) SHOP DRAWINGS AND MODELS.

The Contractor shall furnish to the Architect at proper times, all shop and setting drawings or diagrams which the Architect may deem necessary in order to make clear the work intended or to show its relation to adjacent work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Architect may require, and shall submit two copies of the revised prints to the Architect for his identification, one copy to be returned to the Contractor, the other to be filed by the Architect. In submitting such shop and setting drawings, the Contractor shall in writing specifically call the attention of the Architect to every change from the Architect's drawings or specifications. The Architect's identification of the revised print shall not relieve the Contractor of responsibility for his own errors and for changes not so pointed out in writing. And models or templates submitted, shall be made to conform to the spirit and intent of the documents.

(12) SKILLED WORKMEN.

All work shall be executed in a skillful and workmanlike manner, and no one shall be employed who is unskilled in the work which he is given to do. Should the Architect deem any one employed on the work incompetent, or unfit for his duties, and so certify, the Contractor shall dismiss him, and he shall not again, without the Architect's permission, be employed on the work.

(13) MATERIALS.

All materials shall be new, unless otherwise specified.

(14) INSPECTION.

The Contractor shall at all times maintain proper facilities and provide safe access for inspection to all parts of the work, and to the shops wherein the work is in preparation. No work shall be enclosed or covered until approved; should any work be covered up without having been approved, it must, if required by the Architect be uncovered for examination at the Contractor's expense, unless the Architect has failed to inspect same after reasonable notice of its readiness for inspection.

(15) RE-EXAMINATION.

When required, the Contractor shall provide all facilities and labor necessary for a complete re-examination of work under suspicion, and if the work is found defective, the Contractor shall bear the expense of re-examination and replacement. If not found defective, such expense shall be credited to the Contractor as extra work, as provided in Sec. 25.

(16) CONDEMNATION AND CORRECTION OF DEFECTIVE WORK.

The Contractor upon receiving from the Architect written notice and within such reasonable time as may be named therein, shall remove from the premises all materials, whether worked or unworked, and take down and remove all portions of the work condemned by the Architect as unsound or improper or as in any way failing to conform to the contract; and the Contractor shall bear the expense of making good all work destroyed or damaged by such removal, and shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner.

If the Contractor does not remove such condemned or rejected work and materials within the time limited by the notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not within ten days after such removal by the Owner pay the expense of such removal, the Owner may, upon ten days' written notice sent by mail to the Contractor at his place of business, sell such materials at auction or at private sale. Such notice may be sent to the Contractor at any time after such removal. The Owner shall account to the Contractor for the proceeds of such sale, after deducting all expense of removal and storage. (See Sec. 33.)

(17) AUTHORITY FOR ALTERATIONS.

Except when authorized in writing by the Architect, neither the Clerk of the Works nor a Superintendent has authority to add to or deduct from the work called for under the contract, or to order any changes therein.

(18) STATEMENT OF COSTS.

The Contractor when required, shall furnish to the Architect, upon a blank form provided or approved by him, a correct statement, showing the estimated cost of each part of the work as subdivided in the specifications, the total equaling the contract price. This statement shall be for the use of the Architect at his discretion, in preparing estimates for payments on account.

(19) REQUISITIONS FOR PAYMENTS.

At least one week before each payment falls due the Contractor shall submit to the Architect a requisition therefor and shall, if required, submit therewith an itemized statement of the quantities and cost, based upon unit prices agreed upon, and of the proportionate share of profit on work performed to the termination of the period to be covered by the payment. Such statement shall be made in form provided or approved by the Architect; but it shall not be binding as against his judgment.

If the Contractor because of the delay caused by the Owner or other persons employed by him, over whom the Contractor has no control, is unable to erect his work at the time called for in the specifications or contract for its erection, then the Contractor shall be paid two-thirds of the value of such material or work as he may have completed and ready for erection or installation, provided he submits satisfactory evidence of the value of such material or work, and stores in a proper, acceptable place and protects same by insurance payable to the Owner, in an amount equal to the payment demanded, and further agrees to erect or install the same immediately upon notification by the Owner or Architect.

(20) PAYMENT OF FINAL CERTIFICATE A WAIVER.

The acceptance by the Contractor of the payment of the final certificate shall constitute a waiver of all claims against the Owner under or arising out of this contract.

(21) CERTIFICATES NOT FINAL EVIDENCE.

No certificates given, except the Final Certificate, nor payment made under the Contract, nor partial or entire occupancy of the premises by the Owner shall be construed as an acceptance of defective work, or of improper materials, or as condoning any omission. No payment nor certificate, final or otherwise, shall be construed as relieving the Contractor from his obligations to make good any defects or consequences thereof, discovered in his work after completion and acceptance of the same, other than those due to accident, abuse, or wear and tear, nor as a waiver of any specific obligation the Contractor may have assumed as to the durability of his work. (Subject to arbitration.)

(22) DEDUCTIONS FOR DEFECTIVE WORK.

If, in the opinion of the Architect, it is not expedient to correct injured work, or work not done in accordance with the contract, the Owner may deduct the difference in value between the work involved and that called for by the contract, together with a fair allowance for damage, the amount of which shall be determined by the Architect. (See Sec. 33.)

(23) CHANGES IN WORK.

The Owner, may, without invalidating the contract, make changes by altering, adding to or deducting from the work, provided however, that such changes shall not exceed 5 per cent of the value of the contract where work is let on a general contract, or 10 per cent of the value of any single branch or trade included in a general contract, except by mutual consent. No claim for extra charge for such changes shall be valid unless such work is done in pursuance of a written order therefor, from the Architect acting under the authorization of the Owner; unless otherwise expressly agreed, all such work shall be executed under the conditions of the original contract. (See Sections 25 and 30.)

(24) CONTRACTOR'S CLAIM FOR REMUNERATION.

Should the Contractor deem any work which he is called upon to perform, whether by instructions, by detail drawing or otherwise, to be extra to the contract, he shall notify the Architect before proceeding to execute it. Should the Architect decide that no extra is payable, and order the Contractor to proceed, then the Contractor shall do so, and the question whether there is an extra and, if so, its amount, shall be subject to arbitration.

(25) ADDITIONS AND DEDUCTIONS.

Should it be claimed by either of the parties hereto that any alterations in, additions to, or deductions from, the work covered by the contract affect the contract price, then its value shall be determined in one of the following ways, as may be mutually agreed upon or arbitrated:

a. By unit prices named in the contract or subsequently agreed upon, in which case the Architect shall make the award, subject to arbitration.

b. By cost and percentage, in which case the Contractor shall keep a true and correct account of the net cost of labor and materials, rendering to the Architect, at required intervals, detailed statements and vouchers, and the Architect shall award an amount as cost and profit, subject to arbitration.

c. By estimate and acceptance in a lump sum.

Payments for all extra or additional work and deductions from work omitted, shall be adjudicated and settled for every thirty days.

d. In case an agreement as to price cannot be reached, the Architect may, with the authority of the Owner, order the work to proceed, and the Contractor shall forthwith proceed and leave the price to be settled by arbitration.

(26) WAIVER OF LIENS.

Neither the Contractor nor any sub-contractor, material man, nor any other person, shall file or maintain a lien, commonly called a mechanic's lien, for materials delivered for use in, or work done in the performance of this contract, and the right to maintain such lien by any or all of the above named parties is hereby expressly waived, except in the event of the failure or refusal of the Owner to pay the amount called for by any certificate of the Architect, within three days of the date of its tender to the Owner for payment. Then, and in such case only, shall any of the above named parties have the right to file and maintain a mechanic's lien.

(27) INSURANCE.

Unless specifically otherwise provided in the Agreement forming a part of this contract, the Owner and the Contractor shall each protect his own interest against loss or damage by fire, cyclones, earthquakes, floods or other actions of the elements, pending full performance by the Contractor of the work hereunder and full payment therefor by the Owner. For the purpose of maintaining such insurance, the Owner's interest at any time shall be held to amount to the sum of all payments which he shall have made to the Contractor on account of this contract. For the same purpose, the Contractor's interest shall be held to consist of any and all value under and pertaining to this contract not above defined as "Owner's interest." Loss or damage by such action of the elements, shall not affect the rights and obligations of either party under this contract, except that in such event the Contractor shall be entitled to reasonable extension of time for the performance of this contract, as provided under Sec. 29, and to be paid at the original contract price for all reconstruction, by reason of such loss or damage covered by the insurance required to be carried by the owner as aforesaid.

(28) CONTRACTOR'S LIABILITY FOR DELAY IN COMPLETION.

Should the Owner claim damages for delay in the completion of the work, the Architect, if, in his opinion, any damages have justly accrued, shall make his award, and shall write the amount thereof across the face of the final certificate as "amount to be deducted from the face hereof for delay in completion of the work." (See Sec. 33.) Thereupon the Architect's services in this matter shall terminate, except as provided under Sec. 34.

(29) CONTRACTOR'S CLAIM FOR EXTENSION OF TIME.

Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, or of anyone employed by the Owner, or by any damage caused by fire or other casualty, for which the Contractor is not responsible, or by strikes or lockouts, or for any other reason deemed sufficient by the Architect, then the time fixed in the agreement for the completion of the work shall be extended for a period equivalent to the time lost by reason of any and all the causes aforesaid. Such extension of time shall be determined and fixed by the Architect (See Section 33), but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

(30) CONTRACTOR'S CLAIM FOR DAMAGES.

Should the Contractor claim to be damaged by any act or omission of the Owner or Architect, relating to this contract or to the work, the right of the Contractor to compensation for the damage suffered and the amount of such compensation shall be determined and awarded by the Architect (subject to arbitration); but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within ten days of the occurrence of such damage.

(31) MUTUAL RESPONSIBILITY OF CONTRACTORS.

Should the Contractor claim to be damaged by the act, neglect or default of any other contractor employed by the Owner upon the work, then the Contractor shall make his claim in writing against the Owner through the Architect at his office, or his representative upon the work within forty-eight hours. The Architect upon request shall adjudicate claims made under this section and certify to the Owner accordingly.

(32) CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO PERSONS OR PROPERTY.

This Contractor shall save harmless and indemnify the Owner and every other contractor employed by the Owner upon this work, or any sub-contractors employed by such other contractors upon the work, from any claim, demand or expense which may be made by reason of:

a. Any injury to person or property sustained by the Owner or by any person, firm or corporation employed directly or indirectly by him on this work, if caused by this Contractor, or any one directly or indirectly employed by him, except as provided in Section 30.

b. Any injury to person or property sustained by any person, firm or corporation, caused by any act or omission of this Contractor or of any person, firm or corporation, directly or indirectly, employed by him in connection with this work, whether the said injury or damage occur upon or adjacent to the work.

This Contractor at his own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the Owner, or any contractor or sub-contractor employed by the Owner on this work on any such claim or demand, and pay or satisfy any judgment that may be rendered against the Owner, or other contractors or sub-contractors employed on this work, in any such action, suit or legal proceeding or result thereof.

(33) CASES SUBJECT TO ARBITRATION.

The final decision of all questions arising under this contract shall be made and given by the Architect, and both the Owner and the Contractor hereby agree to be bound thereby, and such decision shall be a condition precedent to any right or legal action by either Owner or Contractor, save only in the following cases, in which, in the event of dissent by either party from the decision of the Architect, the question shall be arbitrated in the manner provided in Sec 34.

- a. Condemnation, Sec. 16.
- b. Certificates not final evidence, Sec. 21.
- c. Deduction for defective work, Sec. 22.
- d. Contractor's Claim for extra Remuneration, Sec. 24.
- e. Additions and Deductions, Sec. 25, a, b and d.
- f. Contractor's Liability for Delay in Completion, Sec. 28.
- g. Contractor's Claim for Extension of Time, Sec. 29.
- h. Contractor's Claim for Damages, Sec. 30.
- i. Mutual Responsibility of Contractors, Sec. 31.
- j. Owner's Right to Terminate and Complete Contract, Sec. 40.

(34) METHOD OF ARBITRATION.

In any of the above named cases, the Owner or the Contractor may demand arbitration, by filing with the Architect within ten days of the receipt of the decision from which he appeals, a written notice of such demand, sending at the same time a copy thereof to the other party to the contract. In case no such notice be filed within ten days, both parties shall lose the right of arbitration and the decision of the Architect shall stand as final.

In case such notice be filed the difference or dispute shall be submitted for arbitration to three disinterested arbitrators of whom
or in case of his inability or refusal to act shall
be one, and of the other two, one shall be chosen by the Contractor and one by the Owner.

Should the party filing notice fail to choose an arbitrator within ten days of filing such notice, his right to arbitration shall lapse, and the decision of the Architect shall stand as final. Should the other party fail to choose an arbitrator within ten days of the filing of the notice, then the Architect shall appoint an arbitrator who shall act with the other arbitrators. Should either party refuse or neglect to supply the arbitrators with any papers or information considered necessary by them and demanded in writing, the arbitrators are empowered by both parties to take *ex parte* proceedings.

The arbitrators shall act with promptness. The written decision of any two of them shall be binding on both parties hereto. The decision of the arbitrators upon any question subject to arbitration under Section 33, shall be a condition precedent to any right of legal action by either Owner or Contractor.

The arbitrators if they deem that the case demand it, are authorized to award to the party whose contention is sustained, such sum as they shall deem proper for the time, expense and trouble incident to the arbitration, and this sum may be named in cases where the claim is set aside in whole, or as an addition to or deduction from the amount of the principal award. The arbitrators shall assess the costs and charges of the arbitration upon either or both parties, in such proportion as the arbitrators shall deem just.

In lieu of the three arbitrators hereinbefore provided for, the parties may by mutual agreement name a single arbitrator, and in such case the provision of this Section shall otherwise apply.

(35) ARCHITECT'S STATUS.

The parties to the contract recognize the Architect as the interpreter of the drawings and specifications which are part of the contract documents, and in that capacity he is to define their true intent and meaning. He is not the agent of the Owner, except in structural emergencies (Section 37), and except when in special instances he is authorized by the Owner so to act.

(36) ARCHITECT'S NOTIFICATIONS.

The Architect will notify the Contractor of the rejection of faulty work on discovery, but his failure to detect omissions, from or violations of the contract shall not operate as a waiver of the Owner's right growing out of defects in work or material. It is not incumbent upon the Architect to notify the Contractor when to begin, to cease, or to resume work.

(37) ARCHITECT'S AUTHORITY IN EMERGENCIES.

The Architect has authority to stop the progress of the work whenever, in his opinion, such stoppage may be necessary to insure the proper execution of the contract. In an emergency affecting the safety of life or of the structure or of adjoining property, he has authority to make such changes or to order such work, extra to the contract or otherwise, as may in his opinion be necessary.

(38) ARCHITECT'S SUCCESSOR.

In case of the death of the Architect or of the termination of his employment for any cause whatsoever shall become Architect as his successor, whose duties and authority under the contract shall be those of the former Architect.

(39) WORK NOT IN CONTRACT.

The Owner reserves the right to let contracts other than this one in connection with this work, and he shall provide all labor and materials, not included in this contract, essential to the conduct of this work, in such manner as not to delay its progress.

(40) OWNER'S RIGHT TO TERMINATE AND COMPLETE CONTRACT.

Should the Contractor become insolvent, or at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality, except in case of strikes or lockouts, or fail in the performance of any of his obligations under this contract, such refusal, neglect or failure being certified to by the Architect as sufficient ground for such action, then the Owner after forty-eight hours' written notice served personally upon the Contractor, or delivered at his last known address, may terminate the employment of the Contractor for said work, and for the purpose of completing the work, may enter upon the premises and take possession thereof, and of all materials, tools and appliances thereon, and may employ any other person or persons to finish the work and may provide the materials therefor, or may re-let same by contract. In case of such discontinuance of the employment of the Contractor, he shall not be entitled to receive any further payment until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid shall exceed the expense incurred by the Owner in finishing the work, including proper compensation to the Architect for his additional services in connection therewith, such excess shall be paid by the Owner to the Contractor. But if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified monthly by the Architect, subject to arbitration within ten days.

(41) CONTRACTOR'S RIGHT TO TERMINATE CONTRACT.

Should the Owner fail to pay the Contractor any sum named in a certificate of the Architect as due from the Owner to the Contractor within three days of its presentation to the owner in person or at his last known address, the Contractor may give him written notice of such failure, served as above, and should he within a further period of five days fail to pay the said sum or if the work should be stopped under an order of any court of law, for a period of three months, through no fault of the Contractor or of anyone directly or indirectly employed by him, then the Contractor shall be at liberty to terminate this contract by notice in writing given to the Owner or Architect, and to recover, from the owner, payment for all work executed and for any loss he may have sustained upon any plant or material supplied or purchased for the purpose of this contract and for his reasonable profit and damages.

(42) LABOR AND MATERIALS AND APPLIANCES.

The Contractor, unless otherwise expressly provided, shall furnish and install all material and shall furnish all labor, water, apparatus, light and power necessary for the complete, prompt and satisfactory execution of his work.

(43) DELIVERY.

The Contractor shall furnish all materials and labor promptly, and at such times as shall be best for the proper conduct of the entire work.

(44) STORAGE LIMITS.

The Contractor shall confine the storage of materials and operations of his workmen to the limits indicated by the Architect, and shall not unnecessarily encumber the premises with his materials.

(45) SUB-CONTRACTS.

The Contractor shall not assign this contract nor sub-let any portion of the work without the approval of the Architect, but such approval shall not relieve the Contractor of responsibility for his sub-contractors. The Contractor in sub-letting any part of the work to be done under this contract shall make with the sub-contractor a contract by which the sub-contractor shall expressly agree to be bound by the General Conditions of the Contract so far as they are applicable.

(46) CO-OPERATION.

The Contractor shall afford other contractors employed by the Owner every reasonable facility for the storage and introduction of their materials and for the erection of their work.

(47) COMPETENT FOREMAN.

The Contractor shall keep a competent representative, satisfactory to the Architect, constantly on the work during the active progress of the same, who shall remain in charge from the beginning to the completion of the work, and who shall represent the Contractor in his absence; all directions given to him shall be as binding as if given to the Contractor.

(48) NO WORK WITHOUT INSTRUCTIONS.

The Contractor shall not do any work without proper drawings or instructions, and shall, at his own expense, replace any work wrongly executed, whether from lack of such drawings or instructions or otherwise.

(49) SUPERVISION AND VERIFICATION.

The Contractor, as a part of his services, shall give general supervision to the work and he shall carefully study and compare all specifications, drawings and other information given to him by the Architect, as to figures, materials and methods of construction relating to his contract, using therein the skill and experience for which he receives compensation under this contract, and shall immediately report to the Architect for rectification any error, inconsistency or omission therein, which he may discover.

(50) MEASUREMENTS.

The Contractor shall measure work already in place, to insure the proper execution of his work, and should any discrepancy between the executed work and the drawings relating to his work be discovered he shall report at once to the Architect in writing.

(51) PERMITS, NOTICES, LAWS AND RULES.

The Contractor shall, at the Owner's expense, obtain for the Owner all necessary permits or licenses required for the execution of this contract, except obtaining permanent easements, give all necessary notices, pay, at the expense of the Owner, all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work, and to the preservation of the public health and safety, and if the specifications and drawings are at variance therewith, he shall notify the Architect in writing, stating the effect of such compliance upon the contract price.

(52) REPORTS.

The Contractor shall furnish, within a reasonable time, whenever required, and in the manner directed, reports showing the progress and status of the work at the building, and in the shops.

(53) VOUCHERS AND SAMPLES.

The Contractor shall, when required, produce evidence showing the kind and quality of materials used, and furnish duplicate labeled samples of materials and workmanship, with sufficient information, for the Architect's approval, and the materials and workmanship furnished shall be equal to the approved samples.

(54) PATENTS—FEES.

The Contractor shall pay all fees for royalties and shall save the Owner harmless from loss on account of suits, or claims of any kind for infringement of patents in connection with his work, in force at the time of signing this contract.

(55) RUBBISH.

The Contractor shall not allow waste material or rubbish caused by his own employes to accumulate in or about the premises, but shall promptly remove the same, and at the completion of the work he shall thoroughly remove all his rubbish from and about the building, and all tools, scaffolding and surplus materials, and shall leave his work thoroughly cleaned and ready for use. In case of dispute the Owner will remove the rubbish and charge the cost of the work to the Contractors, pro rata.

(56) FIRES, SMOKING, SIGNS, LOADING.

It shall be the duty of the Contractor to promulgate and enforce rules to prevent:

- a. The lighting of open fires upon the premises in or dangerously near the building.
- b. Smoking within the building after the roof is on.
- c. The erection of signs or bill boards upon the premises, except by written permission of the Architect.
- d. The loading of any part of the structure with a weight greater than it is calculated to bear.

(57) PROTECTION OF WORK.

The Contractor shall cover and protect his work and materials from damage by the elements, or from any other cause.

(58) REPAIR OF DAMAGES.

The Contractor shall, at his own expense, make good to the Architect's satisfaction, any damage to his work from the action of the elements, except such damages as are contemplated in Sections 22 and 27.

(59) CUTTING, FITTING AND DIGGING.

The Contractor shall do all cutting, fitting or patching of his work that may be required to make the several parts come together properly, in accordance with the specifications, details and general drawings. But the Contractor shall not endanger the stability of the structure or any part thereof by cutting, digging or otherwise, and shall not in any way cut or alter the work of any other contractor except with the consent and under the direction of the Architect, who shall assess the cost of same. The Contractor shall reimburse other contractors for any damage he may do to their work by cutting, digging or otherwise in all cases not authorized by the Architect, and the cost of such damage shall be assessed by the Architect and be deducted from any amounts due or to become due the Contractor under this contract.

(60) ACCIDENT INSURANCE.

The Contractor shall maintain such insurance as will adequately protect himself and the owner from claims for damages for personal injuries, arising directly or indirectly from operations under this contract, and he shall be liable to the Owner for failure to maintain such insurance.

(61) NOTICE OF IMPERFECT WORK OR MATERIALS.

If any part of the Contractor's work is dependent for its proper execution on the workmanship or condition of associated or contiguous work not executed by him, the Contractor shall examine such associated or contiguous work and shall report to the Architect in writing any imperfections therein or any conditions that render it unsuitable for the reception of his work. In case the Contractor proceeds without making such written report, he shall be held to have accepted such other work and the existing conditions and shall be responsible for any defects in his work consequent thereon, and shall not be relieved of the obligation of any guarantees because of any such imperfection or condition.

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IN PRESENCE OF

Form 25

IBCD

IBCD



Schedule of Proper Minimum Charges and Professional Practice of Architects Recommended by the Illinois Society of Architects

1. The architect's professional services consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full-size detail drawings, and of the general direction and supervision of the work, for which, *except as hereinafter mentioned, the minimum charge is six per cent (6%), based upon the total cost of the work complete.* In case of the discontinuance or abandonment of the work, the architect's charge shall be based upon an *estimated* total cost, which estimated total cost may be determined by the architect, by experts, or by the lowest estimates of responsible contractors. *Total cost* is to be interpreted as the cost of all materials and labor necessary to complete the work, plus contractor's profits and expenses, as such cost would be if all materials were new and all labor fully paid, at market prices current when the work was ordered.

2. On residential work, on alterations to existing buildings, on monuments, furniture, decorative and cabinet work, and landscape architecture, it is proper to make a higher charge than above indicated. (See par. 12.)

3. The architect is entitled to compensation for articles purchased on his advice or under his direction, even though not designed by him.

4. If an operation is conducted under separate contracts, rather than under a general contract, it is proper to charge a special fee in addition to the charges mentioned elsewhere in this schedule.

5. Where the architect is not otherwise retained, consultation fees for professional advice are to be paid in proportion to the importance of the questions involved and services rendered.

6. Where heating, ventilating, mechanical, structural, electrical and sanitary problems are, in the opinion of the owner, of such a nature as to require the services of a specialist the owner is to pay for such services in addition to the architect's regular commission. Chemical and mechanical tests and surveys, when required, are to be paid for by the owner.

7. Necessary traveling expenses are to be paid by the owner.

8. If, after a definite scheme has been approved, changes in drawings, specifications or other documents are required by the owner; or if the architect be put to extra labor or expense by the delinquency or insolvency of a contractor, the architect shall be paid for such additional services and expense.

9. The architect's entire fee is itemized, and proportionate payments on account are due the architect, as the following items are complete:

Preliminary studies2	of total fee
General drawings3	" " "
Specifications1	" " "
Scale and full size details.....	.1	" " "
General supervision of the work.....	.3	" " "

Total 1.00

(Fee for Complete service as agreed, or see paragraphs 1 to 12)

10. Items of service are comprehended as follows:

(a) *Preliminary Studies* consist of the necessary conferences, inspections, studies and sketches modified and remodified to determine the client's problem and illustrate a satisfactory general solution of same, both as to plan and elevation. Illustrative sketches for this purpose need not be to accurate scale, but should be approximately correct as to general dimensions and proportion.

(b) *General Drawings* include figured scale plans of the various stories, elevations of all the fronts, such general vertical sections as may be necessary to elucidate the design, and such details, drawn to still larger scale as, with the assistance of printed notes, and of the accompanying specifications, may make the whole scheme clearly evident to the mind of a competent builder and give him a full and complete comprehension of all the structure conditions as they affect the vital questions of quality and quantity of materials, of character of workmanship, and of cost.

(c) *Specifications* consist of a supplementary statement in words, of at least all those items of information regarding a proposed building which are not set forth in the drawings.

(d) *Detail Drawings* include all the necessary supplementary drawings required for the use of the builders, to enable them to so provide and shape their material that it may be adjusted to its proper place or function in the building with the least delay, and the smallest chance for errors and misfits. If not prepared until after the contract for the building is let they must not impose on the contractor any labor or material which is not called for by the spirit and intent of the "General Drawings" and "Specifications."

(e) *The Supervision* of an architect (as distinguished from the continuous personal inspection which may be secured by the employment of a clerk-of-the-works or inspector of construction) means such inspection by the architect or his deputy, of work in studios and shops or at building or other work in process of erection, completion or alteration, as he finds necessary to ascertain whether it is being executed in general conformity with his drawings and specifications or directions. He has authority to reject any part of the work which does not so conform and to order its removal and reconstruction. He has authority to act in emergencies that may arise in the course of construction, to order necessary changes, and to define the intent and meaning of the drawings and specifications. On operations where a clerk-of-the-works or inspector of construction is required, the architect shall employ such assistance at the owner's expense.

11. Drawings and specifications, as instruments of service, are the property of the architect.

12. Exceptions. (See par. 2.)	
Dwellings costing less than \$10,000.....	10%
Lofts not requiring special planning for machinery or arrangement	5%
Additions and alterations to dwellings	12%
Additions and alterations to business buildings	10%

NOTE—Above schedule is considered minimum for ordinary and usual professional service. It is not considered fair or reasonable for highly specialized service.

**ILLINOIS BUILDING CONTRACT
DOCUMENTS**

Adopted and Recommended for General Use
by the

Illinois Chapter of American Institute of
Architects.

Illinois Society of Architects.

Western Society of Engineers.

Masons' and Contractors' Association.

Carpenter Contractors' Association.

Architectural Iron League.

Chicago Cut Stone Contractors' Association.

Sheet Metal Contractors' Association.

And other Contractors' Associations.

All of Chicago, Illinois.

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**GENERAL CONDITIONS
OF THE CONTRACT**

(1) DESCRIPTION OF WORK.

The work to be executed under this contract consists of*

for

Owner, hereinafter called the Owner, and is to be constructed to the satisfaction of, under the supervision of and in accordance with the Specifications and Drawings prepared by

the Architect.

(2) CONTRACT DOCUMENTS.

The Articles of Agreement, the General Conditions of the Contract, the Specifications and the Drawings with all notes made thereon before the signing of the Agreement are the documents forming the contract. Copies of all these documents signed by the parties as provided in Article IV of the Articles of Agreement, shall remain in the custody of the Architect and shall be produced by him for inspection at his office on demand of either party.

(3) SPECIFICATIONS AND DRAWINGS.

The Specifications and Drawings forming a part of this contract are the following:

*Here insert the identical caption descriptive of the work as used in the form of Proposal, the Articles of Agreement, the Specifications and on the Drawings.

(NOTE: In these documents the Owner, the Contractor and the Architect are treated as if each were of the singular number and masculine gender.)

(4) RELATION OF DOCUMENTS.

The documents forming the contract are mutually accessory and complementary, and shall be given precedence in the following order, provided they are in existence at the time of the closing of the contract:

General Conditions of the Contract.

Specifications.

Full-sized Detail Drawings.

Large Scale Drawings.

General Drawings.

The signature of the Owner and the Contractor on these documents shall be evidence of their knowledge of their existence at the time of entering into the contract, and what is called for by any one shall be as binding as if called for by two or all.

Should the documents not agree as to the quality or quantity of the work or materials to be done or used, the foregoing order of precedence shall determine what is to be done, but should there be a conflict in the provisions of any one document, then the smaller quantity, or the cheaper grade described, shall be accepted, subject to the requirements of a document or documents of superior precedence.

(5) SCHEDULE OF DATES.

The Contractor shall prepare, in consultation with the Architect, a schedule fixing dates for the beginning of manufacture and installation of the various parts of the work, and the latest date at which the various detail drawings and decisions will be required for the proper conduct of the work.

(6) DETAIL DRAWINGS.

Detail and working drawings, which shall be true developments of the scale drawings, will be furnished by the Architect from time to time, as necessary and as per schedule agreed upon, and the work shall be executed in conformity therewith and with such instructions, directions and explanations not inconsistent therewith, as may from time to time be given by the Architect.

(7) DRAWINGS AT THE WORK.

The Contractor shall keep in good order upon the work one copy of the Specifications and one copy of each drawing, and the Architect and his representatives shall have free access to such copies.

(8) FIGURES TO GOVERN.

Figured dimensions shall be followed in preference to measurements by scale.

(9) USE AND RETURN OF DRAWINGS AND MODELS.

The Drawings and Specifications furnished by the Architect shall be used for this work only. As instruments of service they are the property of the Architect, and shall be returned to him. Any models furnished under this contract, or by the Owner, are the property of the Owner, and shall be disposed of as directed by him.

(10) NUMBER OF COPIES FURNISHED.

The Architect shall furnish to the Contractor, free of cost to him, three copies of each full size detail drawing and as many copies of other drawings and specifications as are reasonably necessary for the proper execution of the work.

(11) SHOP DRAWINGS AND MODELS.

The Contractor shall furnish to the Architect at proper times, all shop and setting drawings or diagrams which the Architect may deem necessary in order to make clear the work intended or to show its relation to adjacent work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Architect may require, and shall submit two copies of the revised prints to the Architect for his identification, one copy to be returned to the Contractor, the other to be filed by the Architect. In submitting such shop and setting drawings, the Contractor shall in writing specifically call the attention of the Architect to every change from the Architect's drawings or specifications. The Architect's identification of the revised print shall not relieve the Contractor of responsibility for his own errors and for changes not so pointed out in writing. And models or templates submitted, shall be made to conform to the spirit and intent of the documents.

(12) SKILLED WORKMEN.

All work shall be executed in a skillful and workmanlike manner, and no one shall be employed who is unskilled in the work which he is given to do. Should the Architect deem any one employed on the work incompetent, or unfit for his duties, and so certify, the Contractor shall dismiss him, and he shall not again, without the Architect's permission, be employed on the work.

(13) MATERIALS.

All materials shall be new, unless otherwise specified.

(14) INSPECTION.

The Contractor shall at all times maintain proper facilities and provide safe access for inspection to all parts of the work, and to the shops wherein the work is in preparation. No work shall be enclosed or covered until approved; should any work be covered up without having been approved, it must, if required by the Architect be uncovered for examination at the Contractor's expense, unless the Architect has failed to inspect same after reasonable notice of its readiness for inspection.

(15) RE-EXAMINATION.

When required, the Contractor shall provide all facilities and labor necessary for a complete re-examination of work under suspicion, and if the work is found defective, the Contractor shall bear the expense of re-examination and replacement. If not found defective, such expense shall be credited to the Contractor as extra work, as provided in Sec. 25.

(16) CONDEMNATION AND CORRECTION OF DEFECTIVE WORK.

The Contractor upon receiving from the Architect written notice and within such reasonable time as may be named therein, shall remove from the premises all materials, whether worked or unworked, and take down and remove all portions of the work condemned by the Architect as unsound or improper or as in any way failing to conform to the contract; and the Contractor shall bear the expense of making good all work destroyed or damaged by such removal, and shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner.

If the Contractor does not remove such condemned or rejected work and materials within the time limited by the notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not within ten days after such removal by the Owner pay the expense of such removal, the Owner may, upon ten days' written notice sent by mail to the Contractor at his place of business, sell such materials at auction or at private sale. Such notice may be sent to the Contractor at any time after such removal. The Owner shall account to the Contractor for the proceeds of such sale, after deducting all expense of removal and storage. (See Sec. 33.)

(17) AUTHORITY FOR ALTERATIONS.

Except when authorized in writing by the Architect, neither the Clerk of the Works nor a Superintendent has authority to add to or deduct from the work called for under the contract, or to order any changes therein.

(18) STATEMENT OF COSTS.

The Contractor when required, shall furnish to the Architect, upon a blank form provided or approved by him, a correct statement, showing the estimated cost of each part of the work as subdivided in the specifications, the total equaling the contract price. This statement shall be for the use of the Architect at his discretion, in preparing estimates for payments on account.

(19) REQUISITIONS FOR PAYMENTS.

At least one week before each payment falls due the Contractor shall submit to the Architect a requisition therefor and shall, if required, submit therewith an itemized statement of the quantities and cost, based upon unit prices agreed upon, and of the proportionate share of profit on work performed to the termination of the period to be covered by the payment. Such statement shall be made in form provided or approved by the Architect; but it shall not be binding as against his judgment.

If the Contractor because of the delay caused by the Owner or other persons employed by him, over whom the Contractor has no control, is unable to erect his work at the time called for in the specifications or contract for its erection, then the Contractor shall be paid two-thirds of the value of such material or work as he may have completed and ready for erection or installation, provided he submits satisfactory evidence of the value of such material or work, and stores in a proper, acceptable place and protects same by insurance payable to the Owner, in an amount equal to the payment demanded, and further agrees to erect or install the same immediately upon notification by the Owner or Architect.

(20) PAYMENT OF FINAL CERTIFICATE A WAIVER.

The acceptance by the Contractor of the payment of the final certificate shall constitute a waiver of all claims against the Owner under or arising out of this contract.

(21) CERTIFICATES NOT FINAL EVIDENCE.

No certificates given, except the Final Certificate, nor payment made under the Contract, nor partial or entire occupancy of the premises by the Owner shall be construed as an acceptance of defective work, or of improper materials, or as condoning any omission. No payment nor certificate, final or otherwise, shall be construed as relieving the Contractor from his obligations to make good any defects or consequences thereof, discovered in his work after completion and acceptance of the same, other than those due to accident, abuse, or wear and tear, nor as a waiver of any specific obligation the Contractor may have assumed as to the durability of his work. (Subject to arbitration.)

(22) DEDUCTIONS FOR DEFECTIVE WORK.

If, in the opinion of the Architect, it is not expedient to correct injured work, or work not done in accordance with the contract, the Owner may deduct the difference in value between the work involved and that called for by the contract, together with a fair allowance for damage, the amount of which shall be determined by the Architect. (See Sec. 33.)

(23) CHANGES IN WORK.

The Owner, may, without invalidating the contract, make changes by altering, adding to or deducting from the work, provided however, that such changes shall not exceed 5 per cent of the value of the contract where work is let on a general contract, or 10 per cent of the value of any single branch or trade included in a general contract, except by mutual consent. No claim for extra charge for such changes shall be valid unless such work is done in pursuance of a written order therefor, from the Architect acting under the authorization of the Owner; unless otherwise expressly agreed, all such work shall be executed under the conditions of the original contract. (See Sections 25 and 30.)

(24) CONTRACTOR'S CLAIM FOR REMUNERATION.

Should the Contractor deem any work which he is called upon to perform, whether by instructions, by detail drawing or otherwise, to be extra to the contract, he shall notify the Architect before proceeding to execute it. Should the Architect decide that no extra is payable, and order the Contractor to proceed, then the Contractor shall do so, and the question whether there is an extra and, if so, its amount, shall be subject to arbitration.

(25) ADDITIONS AND DEDUCTIONS.

Should it be claimed by either of the parties hereto that any alterations in, additions to, or deductions from, the work covered by the contract affect the contract price, then its value shall be determined in one of the following ways, as may be mutually agreed upon or arbitrated:

a. By unit prices named in the contract or subsequently agreed upon, in which case the Architect shall make the award, subject to arbitration.

b. By cost and percentage, in which case the Contractor shall keep a true and correct account of the net cost of labor and materials, rendering to the Architect, at required intervals, detailed statements and vouchers, and the Architect shall award an amount as cost and profit, subject to arbitration.

c. By estimate and acceptance in a lump sum.

Payments for all extra or additional work and deductions from work omitted, shall be adjudicated and settled for every thirty days.

d. In case an agreement as to price cannot be reached, the Architect may, with the authority of the Owner, order the work to proceed, and the Contractor shall forthwith proceed and leave the price to be settled by arbitration.

(26) WAIVER OF LIENS.

Neither the Contractor nor any sub-contractor, material man, nor any other person, shall file or maintain a lien, commonly called a mechanic's lien, for materials delivered for use in, or work done in the performance of this contract, and the right to maintain such lien by any or all of the above named parties is hereby expressly waived, except in the event of the failure or refusal of the Owner to pay the amount called for by any certificate of the Architect, within three days of the date of its tender to the Owner for payment. Then, and in such case only, shall any of the above named parties have the right to file and maintain a mechanic's lien.

(27) INSURANCE.

Unless specifically otherwise provided in the Agreement forming a part of this contract, the Owner and the Contractor shall each protect his own interest against loss or damage by fire, cyclones, earthquakes, floods or other actions of the elements, pending full performance by the Contractor of the work hereunder and full payment therefor by the Owner. For the purpose of maintaining such insurance, the Owner's interest at any time shall be held to amount to the sum of all payments which he shall have made to the Contractor on account of this contract. For the same purpose, the Contractor's interest shall be held to consist of any and all value under and pertaining to this contract not above defined as "Owner's interest." Loss or damage by such action of the elements, shall not affect the rights and obligations of either party under this contract, except that in such event the Contractor shall be entitled to reasonable extension of time for the performance of this contract, as provided under Sec. 29, and to be paid at the original contract price for all reconstruction, by reason of such loss or damage covered by the insurance required to be carried by the owner as aforesaid.

(28) CONTRACTOR'S LIABILITY FOR DELAY IN COMPLETION.

Should the Owner claim damages for delay in the completion of the work, the Architect, if, in his opinion, any damages have justly accrued, shall make his award, and shall write the amount thereof across the face of the final certificate as "amount to be deducted from the face hereof for delay in completion of the work." (See Sec. 33.) Thereupon the Architect's services in this matter shall terminate, except as provided under Sec. 34.

(29) CONTRACTOR'S CLAIM FOR EXTENSION OF TIME.

Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, or of anyone employed by the Owner, or by any damage caused by fire or other casualty, for which the Contractor is not responsible, or by strikes or lockouts, or for any other reason deemed sufficient by the Architect, then the time fixed in the agreement for the completion of the work shall be extended for a period equivalent to the time lost by reason of any and all the causes aforesaid. Such extension of time shall be determined and fixed by the Architect (See Section 33), but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

(30) CONTRACTOR'S CLAIM FOR DAMAGES.

Should the Contractor claim to be damaged by any act or omission of the Owner or Architect, relating to this contract or to the work, the right of the Contractor to compensation for the damage suffered and the amount of such compensation shall be determined and awarded by the Architect (subject to arbitration); but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within ten days of the occurrence of such damage.

(31) MUTUAL RESPONSIBILITY OF CONTRACTORS.

Should the Contractor claim to be damaged by the act, neglect or default of any other contractor employed by the Owner upon the work, then the Contractor shall make his claim in writing against the Owner through the Architect at his office, or his representative upon the work within forty-eight hours. The Architect upon request shall adjudicate claims made under this section and certify to the Owner accordingly.

(32) CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO PERSONS OR PROPERTY.

This Contractor shall save harmless and indemnify the Owner and every other contractor employed by the Owner upon this work, or any sub-contractors employed by such other contractors upon the work, from any claim, demand or expense which may be made by reason of:

a. Any injury to person or property sustained by the Owner or by any person, firm or corporation employed directly or indirectly by him on this work, if caused by this Contractor, or any one directly or indirectly employed by him, except as provided in Section 30.

b. Any injury to person or property sustained by any person, firm or corporation, caused by any act or omission of this Contractor or of any person, firm or corporation, directly or indirectly, employed by him in connection with this work, whether the said injury or damage occur upon or adjacent to the work.

This Contractor at his own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the Owner, or any contractor or sub-contractor employed by the Owner on this work on any such claim or demand, and pay or satisfy any judgment that may be rendered against the Owner, or other contractors or sub-contractors employed on this work, in any such action, suit or legal proceeding or result thereof.

(33) CASES SUBJECT TO ARBITRATION.

The final decision of all questions arising under this contract shall be made and given by the Architect, and both the Owner and the Contractor hereby agree to be bound thereby, and such decision shall be a condition precedent to any right or legal action by either Owner or Contractor, save only in the following cases, in which, in the event of dissent by either party from the decision of the Architect, the question shall be arbitrated in the manner provided in Sec 34.

- a. Condemnation, Sec. 16.
- b. Certificates not final evidence, Sec. 21.
- c. Deduction for defective work, Sec. 22.
- d. Contractor's Claim for extra Remuneration, Sec. 24.
- e. Additions and Deductions, Sec. 25, a, b and d.
- f. Contractor's Liability for Delay in Completion, Sec. 28.
- g. Contractor's Claim for Extension of Time, Sec. 29.
- h. Contractor's Claim for Damages, Sec. 30.
- i. Mutual Responsibility of Contractors, Sec. 31.
- j. Owner's Right to Terminate and Complete Contract, Sec. 40.

(34) METHOD OF ARBITRATION.

In any of the above named cases, the Owner or the Contractor may demand arbitration, by filing with the Architect within ten days of the receipt of the decision from which he appeals, a written notice of such demand, sending at the same time a copy thereof to the other party to the contract. In case no such notice be filed within ten days, both parties shall lose the right of arbitration and the decision of the Architect shall stand as final.

In case such notice be filed the difference or dispute shall be submitted for arbitration to three disinterested arbitrators of whom or in case of his inability or refusal to act shall be one, and of the other two, one shall be chosen by the Contractor and one by the Owner.

Should the party filing notice fail to choose an arbitrator within ten days of filing such notice, his right to arbitration shall lapse, and the decision of the Architect shall stand as final. Should the other party fail to choose an arbitrator within ten days of the filing of the notice, then the Architect shall appoint an arbitrator who shall act with the other arbitrators. Should either party refuse or neglect to supply the arbitrators with any papers or information considered necessary by them and demanded in writing, the arbitrators are empowered by both parties to take *ex parte* proceedings.

The arbitrators shall act with promptness. The written decision of any two of them shall be binding on both parties hereto. The decision of the arbitrators upon any question subject to arbitration under Section 33, shall be a condition precedent to any right of legal action by either Owner or Contractor.

The arbitrators if they deem that the case demand it, are authorized to award to the party whose contention is sustained, such sum as they shall deem proper for the time, expense and trouble incident to the arbitration, and this sum may be named in cases where the claim is set aside in whole, or as an addition to or deduction from the amount of the principal award. The arbitrators shall assess the costs and charges of the arbitration upon either or both parties, in such proportion as the arbitrators shall deem just.

In lieu of the three arbitrators hereinbefore provided for, the parties may by mutual agreement name a single arbitrator, and in such case the provision of this Section shall otherwise apply.

(35) ARCHITECT'S STATUS.

The parties to the contract recognize the Architect as the interpreter of the drawings and specifications which are part of the contract documents, and in that capacity he is to define their true intent and meaning. He is not the agent of the Owner, except in structural emergencies (Section 37), and except when in special instances he is authorized by the Owner so to act.

(36) ARCHITECT'S NOTIFICATIONS.

The Architect will notify the Contractor of the rejection of faulty work on discovery, but his failure to detect omissions, from or violations of the contract shall not operate as a waiver of the Owner's right growing out of defects in work or material. It is not incumbent upon the Architect to notify the Contractor when to begin, to cease, or to resume work.

(37) ARCHITECT'S AUTHORITY IN EMERGENCIES.

The Architect has authority to stop the progress of the work whenever, in his opinion, such stoppage may be necessary to insure the proper execution of the contract. In an emergency affecting the safety of life or of the structure or of adjoining property, he has authority to make such changes or to order such work, extra to the contract or otherwise, as may in his opinion be necessary.

(38) ARCHITECT'S SUCCESSOR.

In case of the death of the Architect or of the termination of his employment for any cause whatsoever shall become Architect as his successor, whose duties and authority under the contract shall be those of the former Architect.

(39) WORK NOT IN CONTRACT.

The Owner reserves the right to let contracts other than this one in connection with this work, and he shall provide all labor and materials, not included in this contract, essential to the conduct of this work, in such manner as not to delay its progress.

(40) OWNER'S RIGHT TO TERMINATE AND COMPLETE CONTRACT.

Should the Contractor become insolvent, or at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality, except in case of strikes or lockouts, or fail in the performance of any of his obligations under this contract, such refusal, neglect or failure being certified to by the Architect as sufficient ground for such action, then the Owner after forty-eight hours' written notice served personally upon the Contractor, or delivered at his last known address, may terminate the employment of the Contractor for said work, and for the purpose of completing the work, may enter upon the premises and take possession thereof, and of all materials, tools and appliances thereon, and may employ any other person or persons to finish the work and may provide the materials therefor, or may re-let same by contract. In case of such discontinuance of the employment of the Contractor, he shall not be entitled to receive any further payment until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid shall exceed the expense incurred by the Owner in finishing the work, including proper compensation to the Architect for his additional services in connection therewith, such excess shall be paid by the Owner to the Contractor. But if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified monthly by the Architect, subject to arbitration within ten days.

(41) CONTRACTOR'S RIGHT TO TERMINATE CONTRACT.

Should the Owner fail to pay the Contractor any sum named in a certificate of the Architect as due from the Owner to the Contractor within three days of its presentation to the owner in person or at his last known address, the Contractor may give him written notice of such failure, served as above, and should he within a further period of five days fail to pay the said sum or if the work should be stopped under an order of any court of law, for a period of three months, through no fault of the Contractor or of anyone directly or indirectly employed by him, then the Contractor shall be at liberty to terminate this contract by notice in writing given to the Owner or Architect, and to recover, from the owner, payment for all work executed and for any loss he may have sustained upon any plant or material supplied or purchased for the purpose of this contract and for his reasonable profit and damages.

(42) LABOR AND MATERIALS AND APPLIANCES.

The Contractor, unless otherwise expressly provided, shall furnish and install all material and shall furnish all labor, water, apparatus, light and power necessary for the complete, prompt and satisfactory execution of his work.

(43) DELIVERY.

The Contractor shall furnish all materials and labor promptly, and at such times as shall be best for the proper conduct of the entire work.

(44) STORAGE LIMITS.

The Contractor shall confine the storage of materials and operations of his workmen to the limits indicated by the Architect, and shall not unnecessarily encumber the premises with his materials.

(45) SUB-CONTRACTS.

The Contractor shall not assign this contract nor sub-let any portion of the work without the approval of the Architect, but such approval shall not relieve the Contractor of responsibility for his sub-contractors. The Contractor in sub-letting any part of the work to be done under this contract shall make with the sub-contractor a contract by which the sub-contractor shall expressly agree to be bound by the General Conditions of the Contract so far as they are applicable.

(46) CO-OPERATION.

The Contractor shall afford other contractors employed by the Owner every reasonable facility for the storage and introduction of their materials and for the erection of their work.

(47) COMPETENT FOREMAN.

The Contractor shall keep a competent representative, satisfactory to the Architect, constantly on the work during the active progress of the same, who shall remain in charge from the beginning to the completion of the work, and who shall represent the Contractor in his absence; all directions given to him shall be as binding as if given to the Contractor.

(48) NO WORK WITHOUT INSTRUCTIONS.

The Contractor shall not do any work without proper drawings or instructions, and shall, at his own expense, replace any work wrongly executed, whether from lack of such drawings or instructions or otherwise.

(49) SUPERVISION AND VERIFICATION.

The Contractor, as a part of his services, shall give general supervision to the work and he shall carefully study and compare all specifications, drawings and other information given to him by the Architect, as to figures, materials and methods of construction relating to his contract, using therein the skill and experience for which he receives compensation under this contract, and shall immediately report to the Architect for rectification any error, inconsistency or omission therein, which he may discover.

(50) MEASUREMENTS.

The Contractor shall measure work already in place, to insure the proper execution of his work, and should any discrepancy between the executed work and the drawings relating to his work be discovered he shall report at once to the Architect in writing.

(51) PERMITS, NOTICES, LAWS AND RULES.

The Contractor shall, at the Owner's expense, obtain for the Owner all necessary permits or licenses required for the execution of this contract, except obtaining permanent easements, give all necessary notices, pay, at the expense of the Owner, all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work, and to the preservation of the public health and safety, and if the specifications and drawings are at variance therewith, he shall notify the Architect in writing, stating the effect of such compliance upon the contract price.

(52) REPORTS.

The Contractor shall furnish, within a reasonable time, whenever required, and in the manner directed, reports showing the progress and status of the work at the building, and in the shops.

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(53) VOUCHERS AND SAMPLES.

The Contractor shall, when required, produce evidence showing the kind and quality of materials used, and furnish duplicate labeled samples of materials and workmanship, with sufficient information, for the Architect's approval, and the materials and workmanship furnished shall be equal to the approved samples.

(54) PATENTS—FEES.

The Contractor shall pay all fees for royalties and shall save the Owner harmless from loss on account of suits, or claims of any kind for infringement of patents in connection with his work, in force at the time of signing this contract.

(55) RUBBISH.

The Contractor shall not allow waste material or rubbish caused by his own employees to accumulate in or about the premises, but shall promptly remove the same, and at the completion of the work he shall thoroughly remove all his rubbish from and about the building, and all tools, scaffolding and surplus materials, and shall leave his work thoroughly cleaned and ready for use. In case of dispute the Owner will remove the rubbish and charge the cost of the work to the Contractors, pro rata.

(56) FIRES, SMOKING, SIGNS, LOADING.

It shall be the duty of the Contractor to promulgate and enforce rules to prevent:

- a. The lighting of open fires upon the premises in or dangerously near the building.
- b. Smoking within the building after the roof is on.
- c. The erection of signs or bill boards upon the premises, except by written permission of the Architect.
- d. The loading of any part of the structure with a weight greater than it is calculated to bear.

(57) PROTECTION OF WORK.

The Contractor shall cover and protect his work and materials from damage by the elements, or from any other cause.

(58) REPAIR OF DAMAGES.

The Contractor shall, at his own expense, make good to the Architect's satisfaction, any damage to his work from the action of the elements, except such damages as are contemplated in Sections 22 and 27.

(59) CUTTING, FITTING AND DIGGING.

The Contractor shall do all cutting, fitting or patching of his work that may be required to make the several parts come together properly, in accordance with the specifications, details and general drawings. But the Contractor shall not endanger the stability of the structure or any part thereof by cutting, digging or otherwise, and shall not in any way cut or alter the work of any other contractor except with the consent and under the direction of the Architect, who shall assess the cost of same. The Contractor shall reimburse other contractors for any damage he may do to their work by cutting, digging or otherwise in all cases not authorized by the Architect, and the cost of such damage shall be assessed by the Architect and be deducted from any amounts due or to become due the Contractor under this contract.

(60) ACCIDENT INSURANCE.

The Contractor shall maintain such insurance as will adequately protect himself and the owner from claims for damages for personal injuries, arising directly or indirectly from operations under this contract, and he shall be liable to the Owner for failure to maintain such insurance.

(61) NOTICE OF IMPERFECT WORK OR MATERIALS.

If any part of the Contractor's work is dependent for its proper execution on the workmanship or condition of associated or contiguous work not executed by him, the Contractor shall examine such associated or contiguous work and shall report to the Architect in writing any imperfections therein or any conditions that render it unsuitable for the reception of his work. In case the Contractor proceeds without making such written report, he shall be held to have accepted such other work and the existing conditions and shall be responsible for any defects in his work consequent thereon, and shall not be relieved of the obligation of any guarantees because of any such imperfection or condition.

(65) FLOORING AND PAINTING

The Contractor shall furnish and install all flooring and paint in accordance with the approved plans and specifications. The Contractor shall be responsible for the removal of all old flooring and paint and for the disposal of the same. The Contractor shall be responsible for the protection of all existing work and for the repair of any damage caused by the work.

(66) PAINTING

The Contractor shall be responsible for the painting of all interior and exterior surfaces in accordance with the approved plans and specifications. The Contractor shall be responsible for the removal of all old paint and for the disposal of the same. The Contractor shall be responsible for the protection of all existing work and for the repair of any damage caused by the work.

(67) ROOFING

The Contractor shall be responsible for the roofing of the building in accordance with the approved plans and specifications. The Contractor shall be responsible for the removal of all old roofing and for the disposal of the same. The Contractor shall be responsible for the protection of all existing work and for the repair of any damage caused by the work.

(68) TILING AND STONEWORK

The Contractor shall be responsible for the tiling and stonework in accordance with the approved plans and specifications. The Contractor shall be responsible for the removal of all old tiling and stonework and for the disposal of the same. The Contractor shall be responsible for the protection of all existing work and for the repair of any damage caused by the work.

The Contractor shall be responsible for the removal of all old tiling and stonework and for the disposal of the same.

The Contractor shall be responsible for the protection of all existing work and for the repair of any damage caused by the work.

The Contractor shall be responsible for the removal of all old tiling and stonework and for the disposal of the same.

(69) PROTECTION OF WORK

The Contractor shall be responsible for the protection of all work in accordance with the approved plans and specifications. The Contractor shall be responsible for the removal of all old work and for the disposal of the same. The Contractor shall be responsible for the protection of all existing work and for the repair of any damage caused by the work.

(70) REMOVAL OF DEBRIS

The Contractor shall be responsible for the removal of all debris in accordance with the approved plans and specifications. The Contractor shall be responsible for the removal of all old debris and for the disposal of the same. The Contractor shall be responsible for the protection of all existing work and for the repair of any damage caused by the work.

(71) TESTING AND INSPECTION

The Contractor shall be responsible for the testing and inspection of all work in accordance with the approved plans and specifications. The Contractor shall be responsible for the removal of all old work and for the disposal of the same. The Contractor shall be responsible for the protection of all existing work and for the repair of any damage caused by the work.

(72) SIGNATURE OF CONTRACTOR

(Seal)

(Seal)